



SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY

Tender for

**M&R to SDF & GJ Buildings in SEEPZ-SEZ
Comprehensive Annual Maintenance Contract for the lifts of
SDF &GJ Buildings in SEEPZ-SEZ premises.**

SEEPZ SpecialEconomicZone Authority
SEEPZ Service Centre Building, SEEPZ- SEZ
Andheri (E), Mumbai-400096



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1. Invitation to Tender

Name of work :M&R to SDF & GJ Buildings in SEEPZ-SEZ Comprehensive Annual Maintenance Contract for the lifts of SDF & GJ Buildings in SEEPZ-SEZ premises .

Sealed tenders in B2 form are invited for the above referred work ,from the Contractors registered in Class VI (a) & above with PWD, Government of Maharashtra or other state, in appropriate class with CPWD/ MES/ Railways/ MJP/ CIDCO/registered with HPCL / NSIC / MSME.

The blank tender forms are available on SEEPZ's website < www.seepz.gov.in > **from 20.06.2016 to 21.07.2016.** TheTenderers are requested to download the entire tender document from SEEPZ's website. The downloaded and duly completed form shall be submitted (by eligible contractors only) without making any change in the script of the tender document. The last date for submission of the Tender documents, duly filled in, shall be till **21/07/2016 up to 12:00 Hrs.** It shall be opened on the same day if possible. For further details please see the detailed tender notice on SEEPZ's website. Right to reject any or all the tenders without assigning any reason there of is reserved by the competent authority.



2.Detailed Tender Notice

TN No. 04 for 2016-2017 (SEEPZ) / 2016 – 2017

Sealed tenders in B2 form are invited from eligible contractors for the following work in sealed covers addressed to “ The **SEEPZ Special Economic Zone Authority**, SEEPZ Service Centre Building, SEEPZ- SEZ , Andheri (E), Mumbai-400096 ” duly super scribed with the name of work by RPAD / reputed courier service / hand delivery only.

An amount given below towards Earnest Money Deposit (EMD) & cost of the blank tender & application support amount shall be paid .

The EMD will be forfeited in case, after the acceptance of the tender, the contractor refuses to pay the Security Deposit as noted below, within the specified time limit, otherwise it will be refunded. The work is to be completed within the stipulated time as noted below.

1	Name of Work	M&R to SDF & GJ Buildings in SEEPZ-SEZ. Comprehensive Annual Maintenance Contract for the lifts of SDF & GJ Buildings in SEEPZ-SEZ premises.
2	Estimated cost	Rs 13,44,000/-
3	Earnest Money Deposit	Rs 13,500/-
4	Security Deposit	Initial security deposit : Rs 40,500/- or 3.00% of accepted tender cost whichever is higher by DD of a Nationalized Bank / Scheduled Bank or Bank approved by the Government of India. S. D. in the form of BG will also be accepted when amount of S.D. is more than Rs.50,000/- Security Deposit through R A Bills :Rs 67500/- or 5.00% of accepted tender cost whichever is higher through RA bills.



		Total Security Deposit will be 8 %.
5	Cost of Blank Tender Form	Rs 5000 /-by DD(Non Refundable)
6	Application Support Amount	Rs. 500 /- by DD
7	Time Period	Twelve calendar months including monsoon.
8	Availability of blank tender form	20.06.2016 to 21.07.2016 (to be downloaded from the SEEPZ web site < www.seepz.gov.in >.
9	Queries of contractor	Will be received on the website / by email / by letter up to 06.07.2016 up to 5:00 pm.
10	Replies to queries	Will be published on the website/or by email on 08 .07.2016 up to 6:00 pm.
11	Last date of submission of tender	21.07.2016 up to 12:00 hrs
12	Date of opening of PQ and tender	21/07/2016 03:00 PM hrs. (if possible) at Office of the SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY,SEEPZ SERVICE CENTRE BUILDING, SEEPZ-SEZ, ANDHERI (E), MUMBAI 400096
13	Eligibility	Contractors registered in Class VI& above with PWD, Government of Maharashtra or in the appropriate class with CPWD/ MES/ Railways/ MJP/ CIDCO/registered with HPCL/NSIC/MSME and having a valid license from lift inspector & having experience of maintenance of lifts costing not less than 7 lakhs as a single work during any of the last three years in the GOVT/SEMI.GOV'T organization/Local bodies / Public sector/ Private sector .
14	Compensation	Rs.1000/- per day for delay in work execution.
15	Validity of offer	180 days from the date of opening of the tender.



1. Important Notes:

A. The information regarding the tender & PQ form (if applicable) & the facility to download it, will be available on SEEPZ website ww.seepz.gov.in. The downloaded & duly completed tender form shall be submitted (by eligible contractors only) without making any change in the script of tender document. If after submission of tender, it is noticed that the tender script is modified in any manner whatsoever, the tender will be summarily rejected. Contractors may upload their queries before expiry of query period. The replies to the queries received before the due date, will be published on the website along with SEEPZ clarification (if any) which should be downloaded by the tenderer. The document of reply to the queries of the contractor and SEEPZ clarification (if any) will form part & parcel of the tender document & the clarifications given in the document will supersede the provisions of the tender. After the tender is accepted & offer letter is issued to the contractor, agreement shall be executed with the contractor on the tender copy prepared/printed by SEEPZ.

B. Contractor must pay by DD:

- a. EMD amount
- b. Cost of Blank tender form
- c. Application support amount.

2. The tenderer shall submit copy / copies, of the following documents at place.

Envelope No.1 shall contain:

- (i) Payment slip of the EMD paid .
- (ii) Attested copy of valid Registration Certificate in appropriate class issued by PWD (GoM)/ CPWD/CIDCO/Railways/ MJP/ MES.
- (iii) Professional Tax Registration Certificate for employees in E category for tenders without PQ and both i.e. 'E' & 'R' category for tenders where PQ is applicable.
- (iv) Registration Certification with Sales Tax Department under VAT Act 2002, of Government. of Maharashtra.
- (v) Certified copy of PAN card. (In case of Joint Venture PAN Card of the Lead Partner)



(vi) Experience certificate for single similar work during last 3 financial years executed

in Government. Department Semi Government. / Local bodies such as SEEPZ/ CIDCO/ MJP local bodies etc. as specified elsewhere OR PQ form duly completed with supporting documents and specified therein (if applicable)

(vii) Reply to queries of the contractor and SEEPZ clarification if any.

(viii) If tenderer desires to form JV, the notarized MOU of JV shall be uploaded as per format enclosed (if applicable).

(ix) CPF registration certificate

(x) The photo copies duly attested, of the above certificates will have to be submitted in Envelope No.1. Original shall be produced in the office of SEEPZ- SEZ AUTHORITY for verification on the day of opening of the tender as mentioned Elsewhere.

Envelope No.2 shall contain Price Bid:

Important Conditions -

1. The Submission of tender shall be done in the manner prescribed by SEEPZ only.
2. If the contents of Envelope No.1 (a) and 1 (b) are not found as per the requirements of SEEPZ, the Envelope No.2 will not be opened at all & the tender shall be summarily rejected.
3. Tenderer should sign wherever required.
4. The tenderer shall be bound to keep open the offer up to 180 Days from the date of opening of the tender. (i.e. from opening of First Envelope of tender)
5. The acceptance of the tender rests with the competent authority which does not bind itself to accept the lowest tender & reserves the right to reject any or all tenders without assigning any reason thereof.
6. The notes & conditions stipulated in this notice & elsewhere in the tender shall form the part of the agreement.



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7. If it is found that the information submitted is misleading/ false or if it is found that certain information is hidden, then the contractor will be disqualified during any stage of tender process & even after opening of tender.



3.B-2Formfor Tender

DETAILS OF WORK

1	Name of work	M&R to SDF & GJ Buildings in SEEPZ-SEZ. Comprehensive Annual Maintenance Contract for the lifts of SDF & GJ Buildings in SEEPZ-SEZ premises
2	Estimated Cost	Rs. 13,44,000/-
3	E.M.D.	Rs.13,500 /- by DD
4	Security Deposit	Rs. 40,500/- or 3% of tendered cost whichever is higher by DD of any Nationalized/ Scheduled Bank. Security Deposit through R A Bills : Rs. 67,500/- or 5.00% of accepted tender cost whichever is higher through RA bills. Total Security Deposit will be 8 %.

1. Demand draft in favour of SEEPZ -SEZ AUTHORITY, Andheri on any Nationalized/Scheduled Bank should be attached to the tender at the time of submission. Time Period: Twelve calendar months including monsoon from the date of written orders to commence the work.
2. Compensation for non-completion of work in time or slow progress of work-Rs.1000/- per day or more up to 1 % of the value of the work at the estimated rates per day.



1.1 Special Conditions and Additional Contract Conditions

1. **COMMON CONDITIONS:** Extra charges for any item of work shall not be allowed unless the work to which it is related is clearly within the spirit & meaning of the specification or unless such works are ordered in writing by the Engineer-in-charge & are claimed for in the specified manner before the commencement of work. The contractor shall at his own expense make all necessary provisions for housing, water supply & sanitary arrangements for his employees. He shall pay directly to the concerned authorities all rates, taxes, royalties & other charges. He shall also comply with all requirements of health department of the concerned Municipality.
2. **MATERIALS:** Unless otherwise specifically provided for either in the item or in the specifications or in the Schedule 'A' for Supply of Materials by SEEPZ, all items in the tender are inclusive of costs of material required for the execution of the items. Materials not stipulated to be supplied by SEEPZ, shall be brought by the contractor at his cost. The quality, type & make of such materials used in the work shall be as per samples got previously approved from competent authority. All rejected material shall be removed by the contractor from site of work within 24 hours failing which the same will be got removed by SEEPZ at his cost.
3. **WORKS:** Any item not covered in the Schedule 'B' of this tender but required to be executed shall be carried out by the contractor at the Current DSR rate or the rate approved by competent authority of SEEPZ. The lining out of all works shall be marked by the contractor on site with permanent pillars as directed. The necessary levels will be given by SEEPZ. The contractor must however, provide the necessary labor & material for making out the ground & keeping all references, levels & lining pages sealed in cement concrete & execute the work in accordance with those levels for which he will be responsible throughout the whole period of contract. The few bench mark pillars to be connected with SEEPZ bench mark shall be constructed by the contractor at the site of work as



- directed for reference of various levels in connection with work.
4. **CARTING:** The contractor shall convey pipes, specials & other sundry materials required for the execution of the work at his own cost. The contractor shall provide diversion to the affected existing road, if required, as directed by Engineer-in-charge at his own cost.
 5. **TIME LIMIT:** The time limit for the completion of work shall be 12 Months inclusive of monsoon from the date mentioned in the work order.
 6. **GENERAL:** The contractor shall be deemed to be thoroughly conversant with the local conditions like the availability of all construction material, skilled & unskilled labor & to have based his rates accordingly for this work. He shall be deemed to have carefully studied all the specifications & drawings & followed them before the submission of his tender.
 7. **In case of any discrepancy** between the type of working drawings, on one hand & the wording of the corresponding item & specifications thereof as per the contract, the later will be deciding for the purpose of actual execution of items. However, the decision of Engineer-in-charge should be obtained in the matter beforehand. For a composite item, if any higher specification are to be adopted for any component as a result than specified in the item & specification there for, extra rate will be payable. No major deviation involving substantial extra outlay will be made without the prior approval of the SEEPZ- SEZ AUTHORITY.
 8. **A work order book** will be maintained by SEEPZ on site & /or in the SEEPZ office & /or In-charge under it. The contractor will sign all instruction issued by Engineer-in-charge or his representative/ his superior officers & comply with them. For this purpose the contractor/his authorized representative shall attend the site or said office daily for receiving instruction.
 9. **The contractor shall provide free of charge all labour & material** required for the works included in this tender. He will have to provide such site as decided by the Engineer-in-charge as are considered necessary for the purpose & systematic execution of the work.



10. Orders issued by SEEPZ from time to time for this work shall be binding on contractor.
11. Metered water supply will be made available to the contractor from SEEPZ pipeline if available & water consumed will be charged at industrial rate in area subject to change as decided by SEEPZ from time to time. The connection, metering etc. shall be at contractor's cost.
12. It will be the contractor's responsibility to inspect & investigate the work site thoroughly so as to arrive at the rates quoted in the tender. In this regard necessary information available with SEEPZ will be given to him without any guarantee about its fool proofness.
13. Contractor has to clear road land width/plot which includes cutting trees less than 30 cms in girth, cleaning brush wood, loose stones, vegetation, bushes, stumps & mole hills without any extra cost.
14. The contractor shall engage an authorized person ,all the time, on this work capable of engaging & guiding the work & understanding all specifications. He will take orders as will be issued by the Engineer-in-charge /his authorized representative & shall be responsible for carrying them out. This person shall not be changed without prior intimation to the Engineer-in-charge /his representative on the work site.
15. The contractor will take all precautions during the execution of work so as not to cause any damage to any property & shall be responsible to make good any. damaged property as directed by the Engineer-in-charge.
16. Contractor should specially indicate the metal & murum quarries from which he proposes to bring the material for completing the work.



1.2 B-2 Form Item Rate Tenders & Contract for Works

General Rules and Directions for Guidance of Contractors:

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender put up on a board hung up in the office of the SEEPZ-SEZ AUTHORITY & signed by Engineer-in-charge. This form will state the work to be carried out, the date for submitting & opening tenders, the time allowed for carrying out the work, the amount of earnest money to be deposited with tender, the amount of security deposit to be deposited by the successful tenderer & the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi & ground rents will be granted. Copies of the specifications, designs, drawings, estimated & scheduled rates & any other documents required in connection with the work shall be signed by the Engineer-in-charge for the purpose of identification & shall also be open for inspection by contractors at the office of Engineer-in-charge during office hours. Where the works are proposed to be executed according to the specification recommended by a contractor & approved by a competent authority on behalf of SEEPZ such specifications, designs & drawings shall form part of the accepted tender.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipt for payments made on account of any work, when executed by a firm, shall also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The tenderer shall fill up the usual printed form including the column total according to the estimated quantities stating at what rate he is willing to undertake each item of work. Tenders, which propose any alteration in the work



specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than 1 work, but if contractors wish to tender for 2 or more works they shall submit a separate tender for each. Tenders shall have the name & number of the work to which they refer, written outside the envelope.

5. The competent authority of SEEPZ shall open tenders in the presence of Intending contractors who have submitted tenders, who may be present at the time & he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall thereupon, for the purpose of identification, sign copies of specifications & other documents mentioned in Rule 1. In the event of a tender being rejected, Divisional Officer shall authorize the officer concerned to refund the amount of EMD to the contractor making the tender, on his giving a receipt for the return of money.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid & binding on SEEPZ unless It Is signed by the Engineer-in-charge.
8. The Memorandum of work to be tendered for & the Schedule of Materials to be supplied by SEEPZ & their rates shall be filled in & completed by office of SEEPZ / Engineer-in-charge before the tender form is issued. If a form issued to an intending tenderer has not been so filled in & completed, he shall request the said office to have done before he completes & delivers his tender.
9. All the work shall be measured net by standard measure & according to the rules & customs of SEEPZ without reference to any local custom.
10. Under no circumstances shall the contractor be entitled to claim enhanced rates for any items in this contract (except under the Price Variation Clause, only if it is incorporated In this agreement).



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11. Every contractor shall, unless exempted in writing by the SEEPZ-SEZ AUTHORITY, produce along with his tender a solvency certificate from the Collector of the District within which he resides or a banker's certificate of his financial stability. If he fails to produce such a certificate his tender will not be considered.
 12. All corrections, additions & pasted slips should be initialed by the tenderer.
 13. The measurements of work will be taken according to the usual method in use in SEEPZ & no proposals to adopt alternative method will be accepted. The decision of Engineer-in-charge as to what is "usual method" in use in SEEPZ will be final.



1.3 Tender for Works

I/We hereby tender for the execution, for the Governor of Maharashtra (hereinbefore & herein after referred to as "SEEPZ") of the work specified in the underwritten memorandum, within the time specified in such Memorandum at the tendered rates specified in Schedule-B (Memorandum showing items of works to be carried out) & in accordance in all respects with the specifications, designs, drawings & instructions in writing referred to in Rule 1 hereof and in Clause 13 of the annexed Conditions of Contract & agree that when materials for the works are provided by SEEPZ such materials & the rates to be paid for them shall be as provided in Schedule-A hereto.



1.4 Memorandum

If several sub works are included they should be detailed in a separate list.	a	Name of Work	M&R to SDF & GJ Buildings in SEEPZ-SEZ. Comprehensive Annual Maintenance Contract for the lifts of SDF & GJ Buildings in SEEPZ-SEZ premises.
	b	Estimated Cost	Rs.13,44,000/-
The EMD shall be in accordance with the provisions of paras 202 & 203 of the PWD manual.	c	E.M.D.	Rs.13,500/- by DD
This deposit shall be in accordance with paras 203 & 209 of the PWD manual.	d	Security Deposit	Rs 40,500/- or 3% of tendered cost whichever is higher by DD of any Nationalized/Scheduled Bank. Rs 67,500 or 5% of tendered cost whichever is higher through R A bills.
		Total Security Deposit.	Rs.1,08,000/- or 8 % of tendered cost whichever is higher.
This % where no security deposit is taken will vary from 5 to 10% according to the requirement of the	e	Percentage, if any, to be deducted from bills so as to make up the	5%



<p>case. Where security deposit is taken, see note to Clause 1 of Conditions of Contract.</p>	<p>total amount required as security deposit by the time half the work as measured by the cost is done.</p>	
<p>Give schedule where necessary showing dates by which the various items are to be completed.</p>	<p>f Time allowed for the work from the date fixed in written order to commence.</p>	<p>12 calendar months including monsoon</p>

Should this tender be accepted, I/We hereby agree to abide by & fulfill all the terms & provisions of the conditions j) of contract annexed hereto so far as applicable, & in default thereof to forfeit & pay to SEEPZ the sums of money mentioned in the said conditions.

Demand Draft No. dated from the bank in respect of the sum of Rs.(in figures)& (in words)

is herewith forwarded, towards the cost of blank tender form, which is non-refundable.

Demand Draft No._____ dated_____ from the bank_____ in respect of the sum of Rs.(in figures) _____& (in words)_____.



is herewith forwarded, representing the earnest money [(a) full value of which isto be absolutely forfeited to SEEPZ should I/We do not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause(A) of the said conditions; otherwise the said sum shall be refunded.

Signature of witness
to contractor's signature

Signature of the contractor
(before submission of tender)

Address:
Occupation:
Date:

Address:
Date:

The above tender is hereby accepted by me on behalf of the SEEPZ-SEZ
forRs.(in fig.)/- (Rupees
[in words]

Place: Engineer-in-charge

Date : SEEPZ-SEZ AUTHORITY



4. Conditions of Contract

Clause 1 - Security deposit:

The person(s) whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators & assigns) shall A) within 10 days (which may be extended by the Engineer-in-charge/ SEEPZ-SEZ AUTHORITY concerned upto 15 days if the SEEPZ SEZ AUTHORITY thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender, deposit with the Engineer-in-charge in cash/Govt. Securities endorsed to the Engineer-in-charge (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or B) Permit SEEPZ at the time of making any payment to him for work done under the contract to deduct such as will amount (*% of all money so payable) such deductions to be held by SEEPZ by way of Security deposits) provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then & in such case, if the sum so deposited shall not amount to 5% of the total estimated cost of the work, it shall be lawful for SEEPZ at the time of making any payment to the contractor for work done under the contract to make up the full amount of 5% by deducting a sufficient sum from every such payment at last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to SEEPZ under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from interest arising there from or from any sums which may be due or may become due by SEEPZ to the contractor under any other contract or transaction of any nature, on any account whatsoever & in the event of his Security deposit being reduced by reasons of any such deductions or sale as aforesaid, the contractor shall, within 10 days thereafter, make good in cash/Govt. Securities endorsed as aforesaid any sum(s) which may have been deducted from (* or raised by sale of his security deposit) or any part thereof. The security deposit referred to, when paid in cash, may at the cost of



depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

Clause 2 - Compensation for delay:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor & shall be reckoned from the date on which the order to commence work is given to the contractor/The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence(time being deemed to be of the essence of the contract on the part of the contractor). In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation at an amount of Rs.200/- per day or such amount up to 1% as SEEPZ-SEZ AUTHORITY may decide (whose decision in writing shall be final), of the amount of the estimated cost of the whole work as shown by the tender for each day that the work remains, uncompleted/unfinished, after the proper date. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all the cases in which the time allowed for any work exceeds 1 month to complete:

25%	of the work in	25%	of the time
50%	of the work in	50%	of the time
75%	of the work in	75%	of the time
100%	of the work in	100%	of the time

& abide by the programme of detailed progress laid down by the Engineer-in-charge In the event of contractor failing to comply with this condition, he shall be liable to pay as compensation an amount of **Rs.1000/- per day** or such amount up to 1% as decided by SEEPZ-SEZ AUTHORITY (whose decision in writing shall be final) may decide of said estimated cost of the whole work for every day that the due quantity of work remains incomplete, provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the estimated cost of the work as shown in the tender.



Clause 3:

In any case in which under any clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit (whether paid in one sum or deducted by installments) or in case of the abandonment of work owing to serious illness or death of the contractor or any other cause the Engineer-in-charge on behalf of SEEPZ shall have power to adopt any of the following courses, as he may think suited to the interest of SEEPZ .

Action when whole of security deposit is forfeited.

a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence) & in that case of the security deposit of the contractor shall stand forfeited & be absolutely at the disposal of SEEPZ.

b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred in the tool & plant, & charges on additional supervisory staff including the cost of work charged establishment employed for getting the unexecuted part of the work completed & crediting him with the value of the work done departmentally in all respects in the same manner & at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of Engineer-in-charge, as to the cost & other allied expenses so incurred & as to the value of the work so done departmentally shall be final & conclusive against the contractor.

c) To order that the work of the contractor be measured up & to take such part thereof as shall be unexecuted out of his hands & to give it to another contractor to complete in which case all expenses incurred on advertisement for fixing a new contracting agency additional supervisory staff including the cost of work charged establishment & cost of the work executed by the new contract agency will be debited to the contractor & the



value of the work done or executed through the new contractor shall be credited to the contractor in all respects & in the same manner & at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to all the cost of the work & other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contract & as to the value of work so done shall be final & conclusive against the contractor.

In case the contract shall be rescinded under clause a) above, the contractor shall not be entitled to recover or be paid any sum for work there for, actually performed by him under this contract unless & until the Engineer-in-charge shall have certified in writing the performance of such work & the amount payable to him in respect thereof, & he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clauses b) & c) being adopted & the cost of the work executed departmentally or through a new contractor & other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by SEEPZ under the contract or otherwise howsoever or from his security deposit or the sale proceed thereof provided. If, however, the contractor shall have no claim against SEEPZ even if certified value of the work done departmentally or through a new contractor, exceeds the certified cost of such work & allied expenses, provided always that whichever of the three courses mentioned in clause a), b) or c) is adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract.

Clause 4 - Action when the progress of any particular portion of the work is unsatisfactory:

If the progress of any particular portion of the work is unsatisfactory the Engineer-in-charge shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in Clause 2, be entitled to take action under Clause 3(b)



after giving the contractor 10 days' notice in writing. The contractor will have, no claim for compensation, for any loss sustained by him owing to such action.

Clause 5 - Contractor shall remain liable to pay compensation If action not taken under Clauses 3 & 4. Power to take possession of or require removal of, or sell contractor's plant:

In any case in which any of the powers conferred upon the Engineer-in-charge by Clauses 3 & 4 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof & such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause(s) hereof he is declared liable to pay compensation amounting to the whole of his security deposit & the liability of the contractor for past & future compensation shall remain unaffected. In the event of the Engineer-in-charge taking action under sub-clause a) or c) of Clause 3, he may, if he so desires, take possession of all or any tools, plant, materials & stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him & intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the Engineer-in-charge whose certificate thereof shall be final. In the alternative the Engineer-in-charges may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, plant, materials or stores

from the premises within a time to be specified in such notice; & in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by auction or private

sale on account of the contractor & at his risk in all respects & the certificate of the Engineer-in-charge as to the expense of any such removal, & the amount of the proceeds & expense of any such sale shall be final & conclusive against the contractor.



Clause 6 - Extension of time:

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the case for asking for extension occurred, which, is earlier ever & the Engineer-in-charge may, if, in his opinion, there are reasonable grounds for granting an extension/grant such extension as he thinks necessary or proper. The decision of the SEEPZ-SEZ AUTHORITY in this matter shall be final.

Clause 7 - Final certificate:

On completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-charge of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials & rubbish; & shall have cleaned off the dirt from all woodwork, doors, windows, walls, floor or other parts of any buildings, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the works shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding & conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials & rubbish, & cleaning off dirt on/before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials & rubbish & dispose of the same as he thinks fit & clean off such dirt as aforesaid & the contractor shall forthwith pay the amount of all expense so incurred,



but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8 - Payments on Intermediate certificates to be regarded as advances:

No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the work shall have been completed & a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall, on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved & passed by the Engineer-in-charge, whose certificate of such approval & passing of the sum so payable shall be final & conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only & not as payments for work actually done & completed, & shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away & reconstructed or re-erected, nor shall any such payment be considered as an admission of the date performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any other way the powers of the Engineer-in-charge as to the final settlement & adjustment of accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise, the Engineer-in-charge's certificate of the measurements & of the total amount payable for the work shall be final & binding on all parties.

Clause 9 - Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of Engineer-in-charge:

The rates for several items of works estimated to cost more than Rs. 1000 /- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the



items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Clause 10 - Bills to be submitted monthly:

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, & the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, & the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, & the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 11 - Bills to be on printed forms:

The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, & not mentioned or provided for in the tender, at the rate herein after provided for such work.

Clause 12 - Stores supplied by SEEPZ :

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of SEEPZ or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material & stores, & the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning; or effect of this contract specified in the schedule or memorandum hereto



annexed the contractor shall be supplied with such materials & stores as may be required from time to time to be used by him for the purpose of the contract only, & the value of the full quantity of the materials & stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit, or the proceeds of sale thereof; of the security deposit is held in Government securities, the same of a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of SEEPZ & shall on no account be removed from the site of work, & shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused & in perfectly good" condition at the time of completion or termination of the contract shall be returned to SEEPZ store, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such material except with consent of the Engineer-in-charge & he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Clause 13 - Works to be executed in accordance with specifications, drawings, orders etc.:

The contractor shall execute the whole & every part of the work in most substantial & workmanlike manner, both as regards materials & in every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully & faithfully to the designs, drawings & instructions in writing relating to the work signed by the Engineer-in-charge & lodged in the office to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of work during the office hours. The contractor will be entitled to receive 3 sets of contract drawings & working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings & working drawings if required by him shall be supplied at the rate of Rs.100/-set of contract drawings & Re.100/- working drawings except where otherwise specified.



Clause 14 - Alterations in specifications & designs not to invalidate contracts:

The Engineer-in-charge shall have power to make any alterations in, or addition to, the original specifications, drawings, designs & instructions that may appear him to be necessary or advisable during the progress of work, & the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge & such alteration shall not invalidate the contract; & any additional work which the contractor maybe directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work & at the same rates as are specified in the tender for the main work. Rates for works not entered in estimate, for schedule of rates of the district: And if the additional & altered work includes any class of work for which no rate is specified in this contract; then such class of work shall be carried out bathe rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge & the contractor, whichever are lower. If the additional or altered work, for which no rate is entered in the Schedule of Rates of the Division, is ordered to be carried out before the rates are agreed upon them, the contractor, within seven days of the-date of receipt by him of the order to carry out the work, inform the Engineer-in-charge often rate which he intends to charge for such class of work & if the Engineer-in-charge does not agree to this rate, he shall By Notice, in writing, be at liberty to cancel his order to carry out such class of work, & arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then inasmuch case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by-him prior to the date of the determination of the rate as aforesaid according to such rate(s) as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the SEEPZ-SEZ AUTHORITY will be final. Where, however, the work is to be executed according to the designs, drawings & specifications recommended by the contractor & accepted by the competent authority the alterations



above referred to shall be within the scope of such designs, drawings & specifications appended to the tender.

Extensions of time in consequence of additions/alterations: The time limit for the completion of the work shall be extended in the proportions that the increase in its cost occasioned by alterations/additions bears to the cost of the original contract work & the certificate of the Engineer-in-charge as to such proportions shall be conclusive.

Clause 15 - No claim to any payment or compensation for alteration in, or restriction of work:

1. If at any time after .execution of the contract documents the Engineer shall for any reason whatsoever (other than default on the part of the contractor for which SEEPZ is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the contractor a notice in writing of such desire & upon the receipt of such notice the contractor shall forthwith suspend/stop the work wholly or in part as required after having the regard of the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereon provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final & conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

2. Where the total suspension of work ordered as aforesaid continued for continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days of such intention are requiring the Engineer to record the final measurement of the work already done & to pay the final bill. Upon



giving such notice, the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurement & make such payment as may be finally due to the contractor within a period of 90 days from receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

3. Where the Engineer requires the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having had to pay the salary/wages of a labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary/wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension where-so-ever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final & conclusive against the contractor.

4. In the event of....

i) Any total stoppage of work on notice from the Engineer under sub-clause(1) in that behalf.

ii) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.

iii) Curtailment in the quantity of item(s) originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs or instructions under Clause 14(1) where such curtailment exceeds 25% in quantity & the



value of the quantity curtailed beyond 25% at the rates for the item specified in the tendered is moreRs.5000/-

It shall be open to the contractor, within 90 days from the service of...

- i) the notice of stoppage of work or
- ii) Other notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or;
- iii) notice under Clause 14(1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence of that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of stoppage, suspension or curtailment & require MIDC to take over on payment such material at the rates determined by the Engineer-in-charge.

SEEPZ shall therefore take over the excess of the requirements of the unexecuted work as specified in the accepted tender at the rate, quality & specifications approved by the Engineer-in-charge.

Clause 15A - No claim to compensation on account of loss due to delay in supply of material by SEEPZ :

The contractor shall not be entitled to claim any compensation from SEEPZ-SEZ for the loss suffered by him on account of delay by SEEPZ in the supply of materials entered in Schedule 'A' where such delay is caused by:

- i) Difficulties relating to the supply of railway wagons.
- ii) Force majeure.
- iii) Act of God.
- iv) Act of enemies of the state or any other reasonable cause beyond the control of SEEPZ.



In the case of delay in the supply of materials SEEPZ shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-charge to be reasonable in accordance with the circumstances of the case. The decision of the SEEPZ-SEZ AUTHORITY as to the extension of time shall be accepted as final by the contractor.

Clause 15B -Time limit for unforeseen claim:

Under no circumstances whatever shall the contractor be entitled to any compensation from SEEPZ on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Clause 16 - Action & compensation payable in case of bad work:

If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that materials/articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor & then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified & paid for, the contractor shall be bound to forthwith rectify, or remove & reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified & provided other proper & suitable materials or articles at his own charge & cost & in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues & in the case of any failure the Engineer-in-charge may rectify or remove & re-execute the work or remove & replace the materials or articles complained of as the case may be



at the risk & expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix there for.

Clause 17 - Work to be open to inspection. Contractor or responsible agent to be present:

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection & supervision of the Engineer-in-charge & his subordinates, & the contractor shall at all times during the usual working hours, & at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders & instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force & effect as if they had been given to the contractor himself.

Clause 18 -Notice to be given before work is covered up:

The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured & correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, & shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of the work & if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, & in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.



Clause 19 - Contractor liable for damage done & for imperfections:

If during the-period of Nil Months from the date of completion as certified by the Engineer-in-charge pursuant to Clause-7 of the contract or Nil Months after commissioning the work, whichever is earlier in the opinion of the Engineer-in-charge, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice on that behalf from the Engineer-in-charge, duly commence execution & completely carry out at his cost in every respect all the work that may be necessary for rectifying & setting right the defects specified therein including dismantling & reconstruction of unsafe portions strictly in accordance with & in the manner presented & under the supervision of the Engineer-in-charge. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice &/or to complete the same as aforesaid as required by the said notice, the Engineer-in-charge get the same executed & carried out departmentally or by any other agency at the risk on account & at the cost of contractor. The contractor shall forthwith on demand pay to the SEEPZ the amount of such costs, charges & expenses sustained or incurred by the SEEPZ of which the certificate of the Engineer-in-charge shall be final & binding on the contractor. Such costs, charges & expenses shall be deemed to be arrears of land revenue & in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights & remedies of the SEEPZ, the same may be recovered from the contractor as arrears of land revenue. The SEEPZ shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the SEEPZ to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by SEEPZ (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then be" due or may thereafter become due to the contractor; or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.



Clause 20 - Contractor to supply plant, ladders, scaffoldings etc.:

The contractor shall supply at his own cost all materials (except such special materials, if any, as may, in accordance with the contract, be supplied from the SEEPZ stores) plant, tools, appliances, implements, ladders/cordage, tackles, scaffolding, & temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form, & whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not & which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which is entitled to require together with carriage therefore, to & from the work. Contractor is liable for damages arising from non-provisions of lights, fencing etc.: The contractor shall also supply without charge the requisite number of persons with the means & materials necessary for the purpose of setting out works, & counting, weighing & assisting the measurement or examination at any time & from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor & the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing & lights required to protect the public from accident, & shall also be bound to bear expenses of defense of every suit, action or other legal proceedings, that may be brought by any persons for injury sustained owing to neglect of the above precautions, & to pay any damages & costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Clause 21:

The contractor shall provide suitable scaffolds & working platforms, gangways & stairways, & shall comply with the following regulations in connections therewith.



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- a) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down, or substantially altered, except:-
- i) Under the supervision of a competent & responsible person; &
 - ii) as far as possible by competent workers possessing adequate experience in kind of work.
- c) All scaffolds & appliances connected therewith & all ladders shall :-
- i) be of sound materials;
 - ii) be of adequate strength having regard to the loads & strains to which they will be subjected; &
 - iii) be maintained in proper condition.
- d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- e) Scaffolds shall not be overloaded & so far as practicable the load shall be evenly distributed.
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength & stability of the scaffolds.
- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- i) Working platforms, gangways & stairways shall :-
 - i) be so constructed that no part thereof can sag unduly or unequally.



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- ii) be so constructed & maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping; &
 - iii) be kept free from any unnecessary obstructions.
- j) In the case of working platforms, gangways, working places & stairways at a height exceeding eight feet
- i) every working platform & every gangway shall be closely boarded unless other adequate measure are taken to ensure safety.
 - . ii) every working platform & gangway shall have adequate width; &
 - iii) every working platform, gangway, working place & stairway shall be suitably fenced.
- k) Every Opening in the floor of a building or in a working platform shall, except for the time & to the extent required to allow the access of persons or the transport of shifting of material, be provided with suitable means to prevent the fall of persons or material.
- l) When persons are employed on a roof where there is a danger of falling from a height exceeding six feet suitable precautions shall be taken to prevent fall of persons*or material.
- m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platforms & other working places.

Clause 22:

The contractor shall comply with the following regulations as regards hoisting appliances to be used by him:

- a) Hoisting machines & tackles, including their attachments, anchorages & support shall:-



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- i) be of good mechanical construction, sound material & adequate strength & free from patent defect; &
 - ii) be kept in good repair & in good working order.
 - b) Every rope used in hoisting/lowering materials, or as a means of suspension shall be of suitable quality, adequate strength & free from patent defect.
 - c) Hoisting machines & tackle shall be examined & adequately tested after erection on the site & before use & be re-examined in position at intervals to be prescribed by the SEEPZ.
 - d) Every chain, ring, hook, shackle, swivel & pulley block used in hoisting/lowering materials or as a means of suspension shall be periodically examined.
 - e) Every crane driver/hoisting appliance operator shall be properly qualified.
 - f) No person who is below the age of 18 years shall be in control of any hoisting machine including any scaffold or give signals to the operator.
 - g) In the case of every hoisting machine & of every chain, ring, hook, shackle, swivel & pulley block used in hoisting/lowering/ as a means of suspension the safe working load shall be ascertained by adequate means.
 - h) Every hoisting machine & all gears referred to in the preceding regulation shall be plainly marked with the safe working load.
 - i) In the case of a hoisting machine having a variable safe working load each safe working load & the conditions under which it is applicable shall be clearly indicated.
 - j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
 - k) Motors, gearings, transmissions, electric wiring & other dangerous parts of hoisting appliance shall be provided with efficient safeguards.



l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.

m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Clause 23 - Measure for prevention of fire:

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without written permit from the Engineer-in-charge. When such permit is given, & also in all cases when destroying cut or dug up trees, brushwood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.

Clause 24 - Liability of contractor for any damage done in or outside work area:

Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of SEEPZ-SEZ property including any damage caused by the spreading of fire mentioned in Clause-23 shall be estimated by the Engineer-in-charge or such other officer as he may appoint & the estimates of the Engineer-in-charge subject to the decision of the SEEPZ-SEZ AUTHORITY on appeal shall be final & the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from SEEPZ-SEZ AUTHORITY to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire & he shall pay any damages & cost that may be awarded by the court in consequence.



Clause 25 - Employment of female labour:

The employment of female labourers on works in the neighborhood of soldier's barracks should be avoided as far as possible.

Clause 26 - Work on Sundays:

No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

Clause 27 - Work not to be sublet .Contract may be rescinded & security deposit forfeited for subletting it without approval or for bribing a public officer or If contractor becomes Insolvent:

The contract shall not be assigned/sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do or become insolvent or commence any proceeding to get himself adjudicated an insolvent or make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of SEEPZ in any way relating to his office or employment, or if any such officer Or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, & the security deposit of the contractor shall thereupon stand forfeited & be absolutely at the disposal of SEEPZ& the same consequences shall ensue as if the contract had been rescinded under Clause 3 hereof & in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 28 - Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss:

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of SEEPZ



without reference to the actual loss or damage sustained, & whether any damage has or has not been sustained.

Clause 29 - Changes in the constitution of firm to be notified:

In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause 30 - Works to be under direction of SEEPZ-SEZ AUTHORITY :

All works to be executed under the contract shall be executed under the direction & subject to the approval in all respects of the SEEPZ for the time being, who shall be entitled to direct at what point(s) & in what manner they are to be commenced, & from time to time carried on.

Clause 31 - Decision of SEEPZ-SEZ AUTHORITY to be final:

Except where otherwise specified in the contract & subject to the powers delegated to him by SEEPZ under the Code rules then in force, the decision of the SEEPZ-SEZ AUTHORITY for the time being shall be final, conclusive & binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings & instructions hereinbefore mentioned & as to the quality of workmanship, or materials used on the work, or as to other question, claim, right, matter or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise, concerning the works or the execution, or failure to execute the same, whether arising during the progress of work, or after the completion or abandonment thereof.

Clause 32 - Stores of European/American manufacture to be obtained from SEEPZ

The contractor shall obtain from the SEEPZ's store all stores & articles of European or American manufacture, which may be required for the work, or any part thereof or in making up any articles required there for or in connection therewith unless he has



obtained permission in writing from the Engineer-in-charge to obtain such stores & articles elsewhere. The value of such stores & articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule in Form 'A' attached to the contract & if they are not entered in the said Schedule, they shall be debited to him at cost price which for the purposes of this contract shall include the cost of carnage & all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 33 - Lump sums In estimates:

When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved of the part of the work in question at the same rates as are payable under this contract for each items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump amount entered in the estimate, & the certificate in writing of the Engineer-in-charge shall be final & conclusive against the contractor with regard to any sum(s) payable to him under the provision of this clause.

Clause 34 - Action where no specification exists:

In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification, & in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions & requirements of the Engineer-in-charge.

Clause 35 - Definition of work:

The expression "work(s)" where used in these conditions, shall, unless there be something in the subject or context repugnant to such construction, be construed to



mean the work(s) contracted to be executed under or in virtue of the contract, whether temporary or permanent & whether original, altered, substituted or additional.

Clause 36 - Payment of quarry fees & royalties:

All quarry fees, royalties, octroi dues & ground rent for stacking materials, if any, should be paid by the contractor.

Clause 37 - Compensation under the Workmen's Compensation Act:

The contractor shall be responsible for & shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), hereinafter called the said Act) for injuries caused to the workmen. If such compensation is paid by SEEPZ, as principal under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by SEEPZ from the contractor under sub-section (2) of the said section/Such compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 38:

The contractor shall be responsible for & shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such, expenses are incurred by SEEPZ the same shall be recoverable from the contractor forthwith & be deducted without prejudice to any other remedy of SEEPZ from any amount due or that may become due to the contractor.

Clause 39:

The contractor shall provide all necessary personal safety equipment & first aid apparatus available for the use of the persons employed on the site; shall maintain the same conditions suitable for immediate use at any time & shall comply with the following regulations in connection herewith :-



- a) The workers shall be required to use the equipment so provided by the contractor & the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- b) When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided & kept ready for use & all necessary steps shall be taken for the prompt rescue of any person in danger.
- c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**Clause 40 of 'B' tender & Clause 8 of Additional Terms & Conditions of Contract:
Claim for Quantities entered in the Tender or Estimate:**

1. Quantities in respect of the several items shown in the tender are approximate & no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing different percentage of permissible variation, the quantity of the item does not exceed the tender quantity by more than 25% & so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs.5,000/-.
2. The contractor shall, if ordered in writing by the Engineer to do so, carry out any quantities in excess of the limit mentioned above in sub-clause (1) hereof, on the same conditions as & in accordance with the specifications in the tender & at the rates (i) derived from the rates entered in the current Schedule of Rates & in absence of such rates, (ii) at the rate prevailing in the market. The said rate being increased/decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based on Schedule of Rates applicable to the year in which the tender was invited.
3. Claims arising out of reduction in the tender quantity of any item beyond 25% will be governed by the provision of Clause 15 only, when the amount of such reduction beyond 25% at the rate of the item specified in the tender is more than Rs.5,000/-.



Clause 41 - Employment of famine affected labour:

The contractor shall employ any famine affected, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Clause 42 - Claim for compensation for delay in starting the work:

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works, on account of any delay in according sanction to estimates.

Clause 43 - Claim for compensation for delay In the execution of work:

No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pits & no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Clause 44 - Entering upon or commencing any portion of work:

The contractor shall not enter upon or commence any portion of work except with the written authority & instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Clause 45- Minimum age of persons employed, the employment of donkeys &/or other animals & the payment of fair wages:

- i) No contractor shall employ any person who is under the age of 18 years.
- ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide & should be of tape (Nawar).
- iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.



iv) The Engineer-in-charge or his agent is authorized to remove from the work any person/ animal found working which does not satisfy these conditions & no responsibility shall be accepted by SEEPZ for any delay caused in the completion of work by such removal.

v) The contractor shall pay fair & reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor & his workmen on the grounds that the wages paid are not fair & reasonable the dispute shall be referred without delay to the Engineer-in-charge, who shall decide the same. The decision of the Engineer-in-charge shall be conclusive & binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by SEEPZ at the sanctioned tender rates.

vi) The contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.

Clause 46 - Method of payment:

Payment to contractors shall be made by cheques drawn on any bank within the Division convenient to them, provided the amount exceeds Rs.10. Amounts not exceeding Rs.10 will be paid in cash.

Clause 47 -Acceptance of conditions compulsory before tendering for work:

Any contractor who does not accept these conditions shall not be allowed to tender for works.

Clause 48 - Employment of scarcity labour:

If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Engineer-in-charge or be any person to whom the Engineer-in-charge may have delegated this duty in writing to be in need of relief & shall be bound to pay to such persons wages not below the



minimum which the Government may have fixed in this behalf Any dispute which may arise in connection with the implementation of this clause shall be decided by the Engineer-in-charge whose decision shall be final & binding on the contractor.

Clause 49:

The prices quoted by the contractor shall not in any case exceed the control price if any fixed by Government or reasonable price which is permissible for him to charge a private purchaser for the same class & description of goods under the provisions of Hoarding & Profiteering Prevention Ordinance, 1943 as amended foretime to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding & Profiteering Prevention Ordinance the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher price. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding & Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause 50:

The rates to be quoted by the contractor must be inclusive of sales tax/VAT. No extra payment on this account will be made to the contractor.

Clause 51:

The contractor should as far as possible obtain his requirement of labour, skilled & unskilled from the nearest Employment Exchange.

Clause 52:

The provision regarding contractor's labours provisioning the Contract Labour (Regulation & Abolition) Act, 1970 with the Maharashtra Contract Labour (Regulation & Abolition) Rule, 1971 shall be binding on the contractors. If the provision in the said Act contradicts with any of the provisions regarding Contractor's labours in any of the



clauses in this tender, the provisions in the Contract Labour (Regulation & Abolition) Act, 1970 with the Maharashtra Labour (Regulation & Abolition) Rules, 1971 shall prevail.

Clause 53:

The contractor shall comply with the provisions of the Apprentices Act, 1961 & the rules & the orders issued under these from time to time. If he/they fails to do so, the failure will be a breach of the contract & the Engineer-in-charge, may in his discretion, cancel the contract. The contractor shall be liable to him/them, of the provisions of the Act.

Clause 54 - Supply of materials etc. by the contractors:

The contractors are to provide every article (with the exceptions noted in Schedule 'A' attached) which may be necessary & requisite for the due & proper execution of the several works included in contract according to the true indent & measuring of the drawings & specifications taken together which are to be signed by Engineer-in-charge, & by the contractor(s) whether the same may or may not have been prescribed in the specifications or shown on the drawings provided however that the same are reasonable & obviously to be informed there for. In case of any discrepancy between the drawing & the specification the Engineer-in-charge, shall decide which of the two is to be followed.

Clause 55 - Execution of work:

The contractor shall set out the whole of the work as per approved drawings & details supplied to him & as per the instruction given during the execution of work by the Engineer-in-charge or his agent, & shall rectify any errors, which may be found therein & shall provide all necessary labour & materials for the purpose. The contractor shall also provide plants, labour & materials (with the exceptions noted in Schedule attached which may be necessary & requisite for the works). The materials & workmanship are to be the best of their respective jobs. The contractor shall have the work in all respects dean & perfect at the completion thereof.



Clause 56 - Drawings & Specifications:

At least 6 copies of the drawings & specifications submitted by the Contractor & approved & signed by the Engineer-in-charge shall be furnished by the Contractors to the SEEPZ & copies thereof shall be kept on binding. Contractor's agent who is to be constantly kept on the ground by the Engineer-in-charge, under Schedule 'A' of the contract will supply plain MS rounds &/or TOR steel depending upon the availability. As such, designs based on exclusive use TOR steel shall not be accepted.

Clause 57- Control over works:

The Engineer-in-charge or his duly authorized representative have at all times access to the works which are to be entirely under his control. He may require the Contractors to dismiss person in the Contractor's employment upon the works if such person in his opinion is incompetent or misconducts himself & the contractor shall forthwith comply with every such requirements.

Clause 58 - Materials left at site:

All works & materials brought & left upon the site of the work either by the contractor or by his orders for the purpose of forming part of the work are to be considered to be property of the SEEPZ, & the same shall not be removed or carried away by the Contractor or any other person, without the special leave or consent in writing of the Engineer, but the SEEPZ shall not in any way be answerable for any loss or damage which may happen to or in respect of any such work or materials on account of the same being lost or stolen or injured or damaged by weather or otherwise.

Clause 59 - Removal & substitution of materials:

The Engineer-in-charge, shall have full power to order the removal from the premises of the materials which in his opinion are not in accordance with the specifications & may employ other persons to remove the same without having to be answerable or accountable for any loss or damage that may be caused to such materials. The Engineer-in-charge shall also have full power to order other proper material to be



substituted & in case of default the Engineer-in-charge, may cause the same to be supplied & all cost which be incurred in such removal & substitution shall be borne by the contractor.

Clause 60 - Action in case of improper materials & workmanship:

If in the opinion of the Engineer-in-charge, any work or any part thereof is executed with improper materials or defective workmanship, the contractor shall when required by the Engineer-in-charge, forthwith re-execute the same & substitute proper material & workmanship & in case of default by the contractor in so doing within a week from the date of the requisition, the Engineer-in-charge, shall have full power to employ other persons to re-execute the work & cost there of shall be borne by the contractor.

Clause 61 - Action & compensation payable in case of backlog/delay:

If at any time before security deposit is refunded to the Contractor, it shall appear to the Engineer-in-charge or his subordinate in-charge of the work, that any works have been executed with unsound, imperfect or unskillful workmanship or with materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor & then notwithstanding the fact that the work, materials or articles complained or any have been inadvertently passed certified & paid for, the contractor shall be bound to forthwith rectify or remove or reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified & provide other proper & suitable materials or articles at his own charge & cost. In the event of his failing to do so within in the limit aforesaid, the Contractor shall be liable, to pay compensation at the rate of 1% on the amount of the estimated cost for every day not exceeding 10 days, during which the failure so continues & in the event of any such failures as aforesaid the Engineer-in-charge may rectify or remove & re-execute the work or remove & replace the material/articles complained of, as the case may be, at the risk & expenses in all respects of the



Contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above is not acceptable, then it will be straight way rejected.

Clause 62 - Performance & guarantee of the work or plant completed by the contractor:

The contractor shall make good & repair defects in materials & workmanship & performance etc. revealed in the finished work or the plant completed by him for a period of Nil months from the date of which final completion certificate, is issued by the Engineer-in-charge. The decision of the Engineer-in-charge as to the necessity of repairs shall be binding on the contractor. If the contractor fails to maintain & keep in proper condition the work completed by him or if the plant erected by him falls in performance of guarantee furnished by the contractor over the stipulated period of maintenance or performance, then the Engineer-in-charge shall be entitled to carry out the necessary repairs, departmentally or through another agency at the cost of contractor. The decision of Engineer-in-charge regarding the amount of the expenses incurred in carrying out the repairs shall be final & binding on the contractor. The Engineer-in-charge shall be entitled to forfeit the whole or any part of the security deposit towards the expenses incurred by him in repairing the work completed by the contractor.

Clause 63 -Responsibility of contractor for damage or fire etc.:

From the commencement of the work to the completion of the same, the work shall be under the Contractor's charge. The contractor shall be held responsible for any damage done to the same by fire or any other cause & they shall be liable to make good all such damages & to carry out any repairs which may be rendered necessary to the same by fire or other causes & they are to hold the SEEPZ harmless from any. claims for injuries to persons or structural damage, damage to property happening from any neglect or default or want of proper care or misconduct on the part of the Contractor or any of their employee during the execution of the work.



Clause 64 - Execution of work Included In the contract:

The Engineer-in-charge shall have full power to send workmen on the premises to execute fittings & other works not included in the Contract & for which the Contractors shall afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract. The contractor shall not however be responsible for any damage which may happen to or be occasioned in the execution of any such fittings or other works.



5. Additional Terms & Conditions of Contract

1. The work covered by the contract shall be carried out in accordance with the relevant specifications contained in the Standard Specifications Book, published by PWD, Govt. of Maharashtra, as per the latest edition of the same (hereinafter called the Standard Book of Specifications) subject further to the attached specifications. Where these two contradict, the latter holds good.
2. A work order book will be maintained by the Department, on the site of the work, & the contractor shall sign orders given therein by the Engineer-in-charge or his representative & his superior officers & comply with them.
3. The site of work shall be cleared by the contractor before starting the work & after completing it to the satisfaction of the Engineer-in-charge or his representative. This will include cutting of trees, shrubs & removing grass, dismantling & removing remains of old masonry, loose boulders & stone etc. The cost of this will be deemed to have been included in the tendered rates for the several items.
4. The contractor shall provide free of charge all labour & material required for lining out, surveying & measurement of work etc. He will similarly provide such aids as decided by the Engineer-in-charge, as are considered necessary for the proper & systematic execution of the work.
5. Where the proper measurement of work, it is necessary to have an initial set of levels taken, the same as recorded in the authorized field book by the Engineer-in-charge or his authorized representative & will be signed by the contractor who will be entitled to have a true copy of the same on demand. Any failure on the part of the contractor to get such levels before starting the work will render him liable to accept the decision of the Engineer-in-charge as to the basis of taking measurements. Likewise the contractor will not cover any work which will render its subsequent measurement difficult or impossible, without first getting the same jointly measured by himself & the authorized representative of the Engineer-in-charge. The record of such measurements on to Department's side



will be signed by the contractor & he will be entitled to have a true copy of the same on demand.

6. All work before being finally taken over by SEEPZ will be entire liability of the contractor for guarding, maintaining & making good any damage of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor & taking over by the Engineer-in-charge, or his authorized representative, will be always in writing, of which copies will go the Engineer-in-charge, his authorized representative & the contractor. It is, however understood that before taking over such work, SEEPZ will not put it to its regular use distinct from casual/incidental one.
7. Orders issued by the Engineer-in-charge of SEEPZ by whatever designation he may be known from time to time regarding the conduct of the work shall be binding on the contractor.
8. As per Clause No.41 of Conditions of Contract.
9. It will be deemed that the contractor before tendering has thoroughly inspected & investigated the work site & carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information to the best of the knowledge of the Department but without any guarantee about its full proofness.
10. Excavation items include, if met with, dewatering, whether specified or not & the rates quoted are deemed to be inclusive of this.
11. The material supplied or used in the work under this contract shall be according to the following & other specifications herein the tender & those specified in the Standard Book of Specification for the relevant items. Where these two contradict, the former holds good.
12. The tendered rates for supply of materials are for delivery of materials properly stacked in regular heaps or otherwise as directed for facility of measurement before use. In case of road materials, the same shall be stacked by the road side as directed.



13. No material shall be removed from the road land, except for excavation of gutters, or any other adjoining land unless permitted in writing subject to such conditions as the Engineer-in-charge may specify. The contractor is liable for the damages/compensation arising out of disregard of this condition.
14. Materials shall not be stacked at places where they are likely to be damaged or lost. The contractor shall have no claim for any loss on this account. If such material has been paid for & is subsequently lost before use in the work, the contractor shall make good the loss.
15. Before stacking any approved material, the same shall be freed from all foreign materials, if any. The material shall be stacked on cleared & leveled ground. The size of the stacks shall be as approved by the Engineer-in-charge & road metal & murum stacks for the same size will be adopted all over. Any rubble, oversize or size metal stacks shall not be of size less than 6x1.5m in plan & 1 m in height.
16. The orders of collection & utilization of materials shall be decided by Engineer-in-charge / his authorized representative so as to ensure orderly work.
17. The materials shall be stacked in a natural way without any attempt whatever to leave voids.
18. The measurement of the road & building materials shall be without any deduction for voids.
19. For the items so indicated, no materials shall be used without first having been measured by regular stacks. The whole of the quantity of a particular material required for a sizable section of the work shall be first collected before it can be measured & used. The same material shall either be collected separately or the collection shall not be started at all unless the material collected in the section under reference has been all used.
20. All materials used & supplied under the contract items shall conform to the specifications in the Std. Book of Specification & those given herein, if any, & in every case, a sufficiently large sample shall be got approved from the Engineer-in-charge before bringing any further quantities on site for use on work & these



samples shall be maintained for all the time for verification of materials brought thereafter on the site.

21. Any material not conforming to the approved sample, shall be removed from the site forthwith & in any case not later than time specified by the Engineer-in-charge, failing which the same shall be removed & disposed of by the Engineer-in-charge at the risk & cost of the contractor, as he deems fit & the contractor will have no claim whatsoever for the same. If at any time it is found that inferior materials (& also workmanship) have been used in the work notwithstanding the fact that the work has been carried out under the supervision of the Department, the Engineer's decision as to how the case is to be disposed off will be final. He may get such work entirely removed or may accept it at any reduced rate in his unfettered discretion, including no payment whatever.
22. The contractor will have to construct a shed for storing controlled & valuable materials issued to him under Schedule 'A' of the agreement, at work site, having double locking arrangement. The material shall be taken for use in the presence of the departmental person. No material will be allowed to be removed from site of work.
23. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.
24. The contractor shall study all the plans, specifications & other terms & conditions of the contract carefully before tendering & shall also inspect the site & get self-acquainted with nature of work & local conditions regarding the availability of labour, material, source & sufficiency of water supply required for the execution of the work & site conditions, rivers, nallas, topography, existing roads, means of communication & access to site of work etc.
25. The contractor shall submit, within one month from the date of work order of SEEPZ, designs & drawings to the Engineer-in-charge. After getting the letter of approval of design from Engineer-in-charge, the contractor shall at his own expense clear the site & take up the provisional & final setting & carry out the work under the supervision of his responsible representative & shall provide



necessary material, labour, tools, instruments etc. required for the same. The line & setting out shall be done most accurately & it shall be the full responsibility of the contractor for correctness of the-position, level, dimensions; alignment etc. of all parts of the work & if anytime during the execution, any error appears/arises, the same shall be rectified by the contractor at his own cost. The checking of any setting out/line/level by the Engineer shall not in any way absolve the contractor of his own responsibility for the correctness thereof. The contractor shall protect & preserve all benchmark, site rails etc. used for setting out of the work.

26. The contractor shall, if necessary, construct temporary roads & maintain these in proper condition till the completion of work at his own cost. If necessary, he shall also at his own cost, make necessary arrangement for acquisition of land for construction of such temporary road or for any other purpose in connection with the execution of work.
27. The contractor shall comply with all proper & legal orders & direction of the local / public authority/ municipality & abide by their rules & regulations & pay all such fees & charges which he may be liable to. No reimbursement of such fees & charges will be made by SEEPZ.
28. The contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without regarding the further progress of work. The work shall, not be considered to have been completed in accordance with terms of contract until the Engineer-in-charge shall have certified in writing to that effect.
29. If contractor desires to use any design/material/process covered by letter "Patent" or "Copyright", it shall be the responsibility of the contractor to observe all the legal formalities for the use of the same.
30. In the event of there being reasonable doubt as to the quality of workmanship & material used in the construction, the Engineer-in-charge may order to the contractor to satisfy SEEPZ by carrying out suitable test of structure or part thereof. In the manner as prescribed in Clause on Page 53 of the Indian Std.



Code for practice for PCC & RCC for general building construction & as per Standard Specifications of Department as may be approved by the Engineer-in-charge regarding the sufficiency wherever necessary at his own cost to the entire satisfaction of the SEEPZ-SEZ AUTHORITY.

31. All the laboratory equipment required for the field test of materials, concrete, steel shall be arranged by contractor at his own cost.
32. The contractor shall take all precautions, due care against damage by floods, rains, storms, outbreak of fire & accidents. No. compensation will be allowed to the contractor for his plants/materials lost, damaged by way of the above cause or other causes which is in charge of the contractor.



6.Schedule A

**Name of Work: M&R to SDF & GJ Buildings in SEEPZ-SEZ
Comprehensive Annual Maintenance Contract for the lifts of
SDF &GJ Buildings in SEEPZ-SEZ premises**

Schedule showing (approx.) the material to be issued to the contractor for works to be executed on this contract, & the rate at which they are to be charged.

Schedule showing (approx.) the material to be issued to the contractor for works to be executed on this contract, & the rate at which they are to be charged.

Sr. No.	Particulars	Quantity	Rate at which the Material is to be charged to the contractor with unit	Place of Delivery
NIL	NIL	NIL	NIL	NIL

Terms & Conditions for Issue of Material under Schedule 'A'

1. Materials required in excess of the quantity may or may not be supplied by the Department. If not supplied, the contractor should make his own arrangements to provide the same, for which no extra claims will be entertained.
2. All materials remaining unused after the completion of the works should be returned to the Department at the Departmental Store. For the materials remaining unused & not returned, recovery will be effective at twice the issue rate of the materials or the prevailing market rate at the time of completion of work, whichever is higher.
3. Considerable delay is likely to occur in getting the materials required to be conveyed by rail, whether such materials are to be supplied by the SEEPZ or by the contractor himself. The contractor, therefore, should submit indent for his requirement sufficiently in advance to allow for the period usually taken for supply of such material.

No responsibility can be accepted for such delays in regard to supply of these materials. Every assistance will be given to obtain the supplies as quickly as possible.

4. Contractor should check the materials before they are issued to him. Any complaint after the material is accepted by him will not be entertained.
5. The contractor should make his own arrangements for storing, the material issued to him, by constructing a pucca shed which should be leak proof & should protect against moist climates.
6. All other materials not included in the above schedule will have to be procured by the contractors from the open market at his own cost.
7. The contractor shall maintain a regular account of consumption of the material issued to him by the Department, either at cost or free of cost & shall be produced when asked for.
8. All conveyance charges including loading & unloading operations for bringing the materials issued from the place of delivery to the site of work should be borne by the contractor.



9. Weight of MS rounds that will be issued under Schedule 'A' will be computed on the basis of following table.

Diameter of Bar in mm.	Weight in Kg/RM length of bar
6	0.22
8	0.39
10	0.62
12	0.89
16	1.58
18	2.00
20	2.46
22	2.92
25	3.85
28	4.83
32	6.31
36	7.99
40	9.87

In case of dispute or delegations in diameters, computation of weights shall be made at a rate of 0.785 Kg/Sq.cm. of cross sectional area.

10. The issue of steel from the stores stipulated in Schedule 'A' shall be on the basis of lengths of MS rounds measured in metric system to the nearest 10mm. length. The surplus steel after completion of work shall also be taken back & measured on the same basis. The MS rounds returned to the departmental store shall be in the form of cut pieces of whole lengths remaining unutilized & will be accepted as such. Pieces of length one meter & above shall accepted. The percentage waste in the form of pieces of length below one meter shall not be more than 1% of the tonnage actually used in work. Any additional loss beyond 1% stipulated above, shall be treated as used in an unauthorized & wasteful manner, & recovery at double the issue rate or market rate, whichever is more, shall be effected for such wasteful use of steel.



7.Price Variation Clause

1. If during the operative period of the contract as defined in condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for Industrial workers for MUMBAI Centre as per the labour Gazette published by the Commissioner of Labour, Govt. of Maharashtra &/or in the Wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Govt. of India ,or in the price of petrol/oil & lubricants & major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of.

- i) Labour component
- ii) Material component
- iii) Petrol, oil.& lubricant components
- iv) Bitumen component
- v) HYSD & mild steel component
- vi) Cement component
- vii) CI & DI pipes component

calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustment shall be made to the contract price for any reason whatsoever. Component percentage as given below are as of the total cost of work put to tender. Total of labour, material & POL components shall be 100 & other components shall be as per actual.

i)	Labour component	(K1)	25%
ii)	Material component	(K2)	70%
iii)	Petrol, Oil & Lubricant components	(K3)	5%
iv)	Bitumen component	Actual	
v)	HYSD & mild steel component	Actual	
vi)	Cement component	Actual	
vii)	CI & DI pipes component	Actual	



Note: if cement, steel, bitumen, CI & DI pipes are supplied on Schedule-A, then respective component shall not be considered. Also, if particular component is not relevant, same shall be deleted

1) Formula for Labour components:

$$V1 = 0.85 P \times K1 /100 \times (L1-L0)/L0$$

Where

V1 = Amount of price variation in Rupees to be allowed for labour component

P= Cost of work done during the quarter under consideration minus the cost of cement, HYS-D & mild steel, bitumen, CI & DI pipes calculated at the basic star rates as applicable for the tender-, consumed during the quarter under consideration.

Star rates:

K1= Percentage of LABOUR component as indicated above.

L0= Basic Consumer Price Index for MUMBAI centre shall be average consumer price-index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

L1= Average Consumer Price Index for MUMBAI centre for the quarter under consideration.

2) Formula for Materials components:

$$V2 = 0.85 P \times K2/100 \times (M1-M0) / M0$$

Where

V2= Amount of price variation in Rupees to be allowed for material component



P= Same as worked out for labour component

K2= Percentage of Material component as indicated above.

M0= Basic Wholesale Price-Index shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

M1= Average Wholesale Price Index for the quarter under consideration.

3) Formula for petrol, oil & lubricant components :

$$V3 = 0.85 P \times K3/100 \times (P1-P0) / P0$$

Where

V3= Amount of price variation in Rupees to be allowed for POL component

P= Same as worked out for labour component

K3= Percentage of petrol, oil & lubricant component as indicated above.

P0= Average Price of HSD at MUMBAI, during the quarter-preceding the month in which the last date prescribed for receipt of tender falls.

P1= Average Price of HSD at MUMBAI, during the quarter under consideration.

The following conditions shall prevail:

- i) The operative period of the contract shall mean the period commencing from the date of the work order issued to the contractor & ending on the date on which the time allowed for the completion of work specified in the contract for work expires, taking into considering the extension of time, if any, for completion of the work granted by Engineer-in-charge under the relevant clauses of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of Engineer-in-charge as regards the Operative period of the contract shall be final & binding on the contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price



adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices LI, MI, CI, PI, BI, SI1, CI1 to levels corresponding to the date from which such compensation is levied.

- ii) This price variation clause shall be applicable to all contracts in B1,B2& C forms but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.
- iii) Price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work & also on the excess quantities of items payable under the provision of Clause 14/41 of the contract form B1/B2 respectively. Since the rates payable for the extra items or the extra quantities under Clause 14/41 are to be fixed as per the current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion/execution of extra items as well as extra quantities under Clause 14/41 of the Contract Form B1/B2 extends beyond the operative date of the DSR, then rates payable for the same beyond that date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.
- iv) This clause is operative both ways i.e .if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor & if it is on the negative side, SEEPZ-SEZ shall be entitled to recover the same from the contractor & the amount shall be deductible from any amounts due & payable under the contract.
- v) To the extent that full compensation for any rise or fall, in costs to the contractor is not entirely covered by the pro-visions of this or other clauses in the contract, the unit rate & price included in the contract shall be deemed to



include amount to cover the contingency of such other actualise or fall in costs.



8.Directions for filling the Tender

1. The tenderer should signed & complete the printed form.
2. The tenderer should sign every page of tender document including specifications etc. in the bottom left hand corner.
3. The tenderer should sign every correction/deletion/addition/pasted slip.
4. The tenderer should quote the percentage/rate in words & in figures.
5. If the percentage/rate quoted in words will differ from that quoted in figures, the lowest of the two will be taken as correct percentage/rate.
6. The tenderer should carefully note the unit for each item. No change in this unit is to be made. In case of any doubt; the tenderer should refer the matter to the SEEPZ-SEZ AUTHORITY & get the necessary clarification well in advance so as to submit the tender on/before due date & time.
7. In case of any doubt regarding any clause in the tender documents, the same should be got clarified from the SEEPZ-SEZ AUTHORITY well in advance so as to submit the tender on/ before due date & time.
8. DD for EMD & separate DD for cost of blank tender, drawn in favour of the SEEPZ-SEZ AUTHORITY, ANDHERI on any Nationalized Bank payable at Mumbai shall only be accepted.
9. The tender shall be submitted in 2 SEALED ENVELOPES as under
 - a) 1st Envelope shall contain DD for EMD, DD for cost of tender, covering letter, qualification documents, valid Registration Certificate, IT Clearance Certificate/IT Challan filed with IT dept./PAN No.(for further details please refer page titled 'Notice to Contractors' & Reply to Queries.
 - b) 2nd Envelope shall contain PRICE BID duly downloaded, sealed & signed. The size of this envelope should be sufficient to accommodate the tender papers without folding/twisting them.
 - c) Conditional offers will be rejected outright.
 - d) If submission of tender is not done as described above, the offers will not be considered further.



9. VALUE ADDED TAX ACT(VAT)-2002

MAHARASHTRA STATE COMMISSIONER OF SALES TAX

NOTIFICATION NO.VAT-1505/CR-123/TAXATION-1 DT.1.4.2005

1. The tendered rates shall be inclusive of all taxes, rates & cess & shall also be inclusive of the tax leviable in respect of VAT under the provision of the Maharashtra Value Added -Tax Act-2002.
2. The contractors who submit the tenders should necessarily be a Registered Dealer under the Maharashtra Value Added Tax Act, 2002.
3. The contractor shall submit the Registration Certificate as a registered dealer under the above said Act at the time of submission of tender/at the time of issuing the work order.
4. SEEPZ will deduct this tax at source at 2% (for registered contractors) & 4% (in other case) of the value of the work done as per Section 31 of Maharashtra VAT Act, 2002 & Notification No.VAT-1505/CR-123/TAXATION-I DT,1.4.2005. TDS certificate to this effect will be issued by SEEPZ.



REGISTRATION UNDER CONTRACT LABOUR ACT - 1970

While submitting the tender the tenderer should note that he should produce the certified Xerox copy of Registration in prescribed form issued by Labour Commissioner under Contract Labour Act, 1970, as an employer, as much as they are directly employing the workers for execution of the contract works awarded to them by SEEPZ & comply with the provision of the Act. After, acceptance of tender by SEEPZ the contractor has to give intimation about work order & get this particular work registered within a period of 15 days from the date of issue of work order from labour commissioner under Contract Labour Act, 1970 failing which no permission will be granted to continue further work under the agreement.

Service Tax Clause

1. (For other than maintenance, labour oriented and consultancy works)
2. 1. The tendered rate shall be inclusive of all taxes, rates & cess & shall also be inclusive of the tax liable in respect of Service Tax under the provision of Service Tax Act.
3. 2. The contractors who submit the tenders should necessarily be registered under the Service Tax Act, if he is providing services covered under Service Tax Act.
4. 3. The contractor shall submit the registration certificate/ authorized documents under the service Tax Act at the time of submission of tender.
5. 4. The successful tenderer shall himself be liable/responsible to pay the Service Tax with education cess thereon to concerned government authority directly (after receiving the payment) as per the prescribed rate declared by concerned government authority time to time & within the prescribed period as per Service Tax Act.

Amendments

Note:- Service Tax Registration certificate shall be up-loaded in Envelope No.1



Reimbursement of taxes / Duties

While submitting the tender, the contractor shall consider the prevailing taxes & duties on the date of submission. In case there is statutory increase in the taxes/duties, the contractor shall submit documentary evidence for the payment of the same. On verification of the documents, the reimbursement will be made if there is increase. In case there is reduction in the statutory taxes/duties, deduction will be effected. It may also be noted that this clause is not applicable if there is increase in the octroi during execution of the work.



10.Payment of Stamp Duty Clause

As per Article-63 of Schedule-I of Bombay Stamp Act, 1958, stamp duty charges shall be as follows:

Works contract, that is to say a contract for works & labour or services involving transfer of property in goods(whether as goods or in some other form) in its-execution .& includes sub-contract:

a)	Where the amount or value set forth in such contract does not exceed Rs.10 lakhs	Rs.100
b)	Where it exceeds Rs.10 lakhs	Rs.100/- plus Rs.100/- for every Rs.1,00,000/- or part thereof, above Rs.10 lakhs, subject to the maximum ofRs.5,00,000/-

The contractor whose offer will be accepted will be called for execution of the agreement & shall only be liable to pay the stamp duty applicable thereon.



11.Recovery of labour cess

The Govt. of Maharashtra vide its decision dated 17/6/2010 has decided to recover Labour Cess on all the construction works undertaken by Govt, Public Sector Undertakings & Municipal Corporations, Municipal Councils, Gram Panchayats etc. The contractors are therefore requested to note that labour cess at 1% of the cost of construction (excluding land cost) arrived at after deducting amount of compensation if any paid to the workers or their relatives under Workers Compensation Act, 1923 will be recovered from them. The recovery of labour cess at 1% shall be made from the payment due for each bill to be paid to the contractor.

Submission of multiple bids Clause

1. The bidder may submit more than one bid, each consisting of Envelope No.1 & Envelope No.2 for the same work provided that:
 - a) The DDs for EMD & cost of blank tender form & other technical requirements & financial criteria have to be fulfilled by the bidder, complete in all respects in at least one of the bids of same work & this envelope containing DDs for EMD & cost of blank tender form along with technical requirements & financial criteria shall be considered for further action about the bid. Part/incomplete submission of technical & financial documents in this envelope will amount to disqualification.
 - b) Out of multiple bids submitted by a bidder, the best in the interest of SEEPZ, amongst these bids shall be considered for evaluation of the offer.



Additional Contract Conditions

1. Site of Work: The site of work is situated within SEEPZ-SEZ, Andheri(E), Mumbai-96 at SDF & GJ Buildings. SEEPZ-SEZ premises is custom bonded area, hence contractor has to obtain gate passes to his workers/staff at his own cost. No claim on this account shall be entertained by SEEPZ-SEZ
2. The-contractor shall engage an authorized full time experienced person on this work capable of engaging & guiding the work & understanding the specifications. He will take orders as will be given by the Engineer-in-charge or his representative & shall be responsible for carrying them out. This person shall not be changed without prior intimation to the Engineer-in-charge & his representative on the work site.
3. The contractor will take all the precautions during the execution of work, so as not to cause any damage to any property& shall be responsible to make it good at his cost as directed by the Engineer-in-charge.
4. If in the opinion of the Engineer-in-charge, any building material brought by the contractor is defective, improper, unsuitable or not as per specifications, the same shall be removed within 24 hours from the receipt of written instructions from the Engineer-in-charge, otherwise the same will be disposed off by Department at risk & cost of contractor & no claims will be entertained on this ground.
5. Labour Rates & Labour Payments: All the acts & rules regarding payment& other conditions of employing labour on the work shall be binding on the contractors. The provisions of Workmen's Compensation Act. Are also binding on the contractor who shall be responsible for making all payments due under the Act in case of accident. The provisions of Contract Labour (Regulation & Abolition) Act, 1970 are binding on the contractor.



** If the labour employed by the contractor are not found update mark, the contractor shall have to remove him/her from the site immediately.

6. Accidents: Should any accident, fatal or otherwise occur, a detailed report about the same shall be made promptly by the contractor to Engineer-in-charge, Police authorities & relatives of the persons who met with the accident & all cost involved therein shall be borne by the Contractors.

7. Technical & Supervisory Staff: The contractor shall engage on the work ,a qualified & experienced supervisor capable of managing & guiding the work properly. This supervisor shall 'be authorized by the contractor in writing to receive orders issued by Engineer-in-charge from time to time. The contractor shall be responsible for carrying out these orders promptly. For this purpose the contractor shall employ adequate nos. of qualified persons to maintain the line, level & quality of work.

8. The contractor shall provide all facilities to his labour as per the Contract Labour (Regulation & Abolition) Act,1970.He shall obtain license from the concerned Labour Commissioner.

9.The contractor shall thoroughly inspect the site of work &get himself fully acquainted with the site conditions before submitting his offer.

10.Extra charge for any item of work shall not be allowed unless the work to which it pertains is clearly beyond the sprit & meaning of the specifications or unless such work is ordered by the Engineer-in-charge & claimed for in the manner specified, before the work is taken in hand,

11.General: The contractor shall be deemed to be thoroughly conversant with the local condition such as the availability of all the construction materials, skilled &



unskilled labour & to have based his rates accordingly for this work. He shall be deemed to have carefully studied all the specifications /drawings & followed them before the submission of his tender.

12. In case of any discrepancy between the type of working drawings on one hand & the wording of the corresponding item specifications thereof as per & the contract, the later will be deciding for the purpose of actual execution of items. However, the Engineer's decision should be obtained in the matter beforehand. For a composite item, if any higher specification are to be adopted for any component other than that specified in the item & specification there for, extra rate shall be payable. No major deviation involving substantial extra outlay will be made without the prior approval of the Engineer-in-charge.



13.. AGREEMENT

This Agreement is made & entered into at Mumbai on this_____.

Between

SEEPZ-SEZ AUTHORITY Andheri (E) of the ONE PART.

AND

_____ (Contractor) the PARTY OF THE SECOND PART.

WHEREAS for Operation & Maintenance **of lift** in SEEPZ-SEZ premises,

SEEPZ-SEZ AUTHORITY has agreed to award this work to the Party of the
SECOND part.

AND WHEREAS for Operation & Maintenance **of lifts** in SEEPZ-SEZ, the

SEEPZ-SEZ AUTHORITY has decided to hire various Operation & Maintenance
Services, through Contractors for SEEPZ on contract basis.

AND WHEREAS,_____ (Contractor)

Party of the Second part has offered to provide Operation & Maintenance of lifts in
SEEPZ-SEZ Andheri (E) on contract basis on the terms & conditions set forth here in
below.

AND WHEREAS SEEPZ-SEZ AUTHORITY has agreed for the same

AND WHEREAS both the parties desire to reduce the terms & Conditions into writing;

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. That the Contractor shall undertake to provide Operation & Maintenance Services purely on contract basis & temporary basis & for that purpose, would engage .sufficient competent personnel at site of work at its own cost & responsibility.
2. The contractor shall be responsible for the corporate & personnel taxes & service tax levied by the Government of India & State Government for the work done under this contract, if any.



3. That personnel shall be deployed by the Contractor on the job of the SEEPZ, subject to fulfillment of the standard of Physical Fitness & minimum qualification as specified in specification.

4. That no employee of the Contractor shall be at the place of his work except during his duty hours.

5. That the Contractor shall be responsible for the security & safety of the installations including & other moveable & immovable properties of SEEPZ & shall ensure that strict vigil is maintained by the personnel so as not to cause loss or damage to SEEPZ, whatsoever.

6. That the personnel engaged/employed by the Contractor in relation to this contract shall be under direct control of the Contractor & there shall not exist any employer-employee relationship between the SEEPZ & the Contractor his personnel in any way.

7. On satisfactory fulfillment of the Contract, SEEPZ-SEZ AUTHORITY shall pay to the Contractor, charges at the rates agreed for job/month. That the Contractor shall be responsible for the payment of salary/wages & other remuneration or allowances if any, to the personnel so employed by them & the SEEPZ shall not be responsible for any such payment /liability, Moreover, the services of such personnel shall be governed by the service conditions extended to them by the Contractor, in accordance with the statutory provisions applicable to them, if any.

8. The Contractor shall maintain muster roll of his personnel & other statutory records & make payment & submit authentic proof of such disbursement to the corporation in respect of payment to his personnel in accordance with the statutory provisions applicable if any.

9. SEEPZ will not be responsible to make any payment in respect of the personnel of the Contractor under any statutory obligation &/or any statutes such as Contract Labour (Regulation & Abolition) Act, 1970, Employee's Provident Fund Act, 1952, Workmen's Compensation Act, 1923, Payment of Gratuity Act, 1972 or any other statutes in force &/or which will be in force, or any other act as applicable. It will be sole responsible of the Contractor to make the payments as applicable.

10. The Contractor should make if applicable regular contribution of personnel's provident fund & ESIC of the concerned Personnel & give regular receipts to them & submit a consolidated report of the above said transactions to this office.



11. The Contractor should submit if applicable the proof of the previous contributions of employee's provident fund & ESIC within a period of three months from the date of given work order to the Contractor.

12. The Contractor shall undertake to comply with all other statutory provisions, obligations in respect of the personnel engaged by them for the said contract work.

13. The contractor shall be responsible for any loss/damage caused to the SEEPZ properties on account of any act of commission or omission on the part of its personnel & supervisors/representatives & the same will be made good from the payment payable to the Contractor to the extent of the loss or damages so caused.

14. In case the contractor fails to comply with any of his obligations in the contract &/or in respect of any amount due from the contractor to SEEPZ the security deposit shall be forfeited/adjusted towards such amount due from the contractor. The decision of SEEPZ will be final in this regard.

15. The contractor should make his own arrangement to allow weekly holiday/public holiday to the personnel but alternative arrangement must be made so that contractor's personnel are available round the clock without affecting the operation & maintenance of the lifts. No extra payment will be made on this account.

16. The Contractor shall be fully responsible against all costs, claims, charges arising out of personal injury/death to the employees. No accident risk of contractor's employee will be covered by SEEPZ. It is the entire responsibility of the contractor to bring the labour force covered under the Employees State Insurance Scheme. SEEPZ shall not be liable to pay any compensation.

17. This agreement shall remain in force initially for a period of 12 months from date of work order.....to..... &/or it will automatically come to an end on the expiry of the above contractual period however the said contract is liable to be terminated by giving 1 Month Notice by either party.

18. SEEPZ reserves its right to deduct an amount @ billing amount of the wages payable to the party of the second part as security deposit & towards the effective performance of the said Agreement & the same will be returned after the expiry of the agreement.

19. During the contract period, if any employee of Contractor is injured in any mishap, the Contractor shall be responsible for taking necessary action directly without involving SEEPZ in this behalf.



20. The Contractor shall also directly deal with any complaints/disputes/notices given by any Govt. Organizations without involving SEEPZ.

21. All the contents in the tender document shall also be deemed to form an integral part & partial of this contract. Nothing contained in this agreement shall be construed to give any right to any of the personnel of the contractor to claim any benefits from SEEPZ & that the said personnel shall have nothing to do with the affairs of SEEPZ or any other work of SEEPZ.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS ON THIS AGREEMENT_____

Contractor

SEEPZ-SEZ AUTHORITY

SEEPZ Andheri (E)

Sign in the presence of

Sign in the presence of

1) _____

1) _____

2) _____

2) _____



14.Certificate

I/We hereby certify that, I/We have fully read & understood the contents of the tender documents & that all the terms, conditions mentioned therein are acceptable to me/us.

No issue(s) will be raised by me/us in respect of the points already clarified in the tender .text.

Stamped & dated
Contractor

Signature of the



15.Declaration

I/We hereby declare that in the formation of our Company, either by way of partnership or consultant, no SEEPZ employee has been on the enrollment of the Company.

It is further to certify that the ex-employee of the SEEPZ, who has joined the Company, has completed 2 years from his date of resignation from SEEPZ or from the date of retirement from SEEPZ.

Date:

Place:

Signature of Contractor



16. Insurance of Work

The contractor shall take out necessary Insurance Policy/Policies so as to provide adequate insurance cover for execution of the awarded contract work for total contract value & complete contract period from the "**Directorate of Insurance, Maharashtra State, Mumbai**" only. Its postal address for correspondence is "264, MHADA, 1st floor, Opp. Kalanagar, Bandra (E), Mumbai-400 051". Tel. 26438690 / 26438746 & Fax: 26438461. Similarly, all workmen appointed to complete the contract work are required to be insured under Workmen's Compensation Insurance Policy. Insurance Policy /Policies taken out from any other company will not be accepted. If any contractor has effected insurance with any Insurance Company, the same will not be accepted. If any contractor has effected insurance with any Insurance Company, the same will not be accepted & the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the contractor for the executed contract work.



17. General Specifications & Scope of Work

**NAME OF WORK :M&R to SDF & GJ Buildings in SEEPZ-SEZ
Comprehensive Annual Maintenance Contract for the lifts of SDF & GJ
Buildings in SEEPZ-SEZ premises.**

The scope of work under this contract is as follows.

1. Tenderer shall have to execute an agreement in the prescribed form with SEEPZ.
2. The main objective of this tender is comprehensive maintenance of **16 lifts** in **SDF&G&J** Buildings in SEEPZ-SEZ area. The comprehensive **maintenance of the various lifts shall be in 2 shifts**. The contractor has to carry out the job as details given in Schedule-B & item wise specification.
3. The scope of work therefore starts right from the inspection of the site prior to submission of the tender, at their own interest so as to assess the quantum of work involved, site condition, personnel/staff requirement, condition of machineries erected & operated, tools & equipment for handling, conveyance facilities, as well as availability of infrastructure etc. so that no dispute on any account will arise during the execution of work
4. It is the responsibility of the contractor to see that the right tools & equipment are used for performing the job from the safety point of view.
5. The successful contractor shall have to carry out day-to-day comprehensive maintenance of all the lifts, including checking of the power supply.
6. In the scope of work, **16 lifts of passenger & freight** type are proposed for comprehensive maintenance in the SEEPZ-SEZ premises.
7. For item of comprehensive maintenance of lifts, the total nos of lifts may be reduced for the period when the lifts are under replacement or under maintenance guarantee provided for the lift.



8. All the lifts shall be kept in operation for all working hours in two shifts. If the contractor fails to keep any of the lift in working condition for want of minor repairing of the lift for more than six working hours between 10.00 to 18.00 hrs. After breakdown, the penalty of **Rs.1,000/lift/day will be imposed** till 24hours. The information regarding failure/non-working of lift will be informed to Engineer-in-charge through SMS/Email.

9. In case, if any lift is under breakdown condition for more than 24 hours & above, due to want of minor repairs from the contracting agency, then compensation of **Rs.1,500/day** will be levied on the contractor.

As such no claim shall be entertained if the quantity of work reduces below that specified in the Schedule-B.

The rate for Item No.1 shall be including all applicable taxes & duties including service tax. The contractor should produce the documentary evidence regarding the payment of taxes for respective department as & when if demanded by SEEPZ.

Scope of Contract:

10. Award of contract against the tender shall not entitle the contractor the exclusive right to carry out SEEPZ's job covered under this contract.

11. SEEPZ-SEZ AUTHORITY also reserves the right to get the services from outside or execute departmentally at its discretion the unexpected job of the contractor at the cost & risk of the contractor.

12. SEEPZ-SEZ AUTHORITY reserves the right to award the contract simultaneously to more than one contractor& also to award only a part of this contract against this tender at its discretion.

Type of Work:

13. Day-to-day comprehensive maintenance & repairs, if any as &when required.

14. Maintenance of daily &monthly records.



15. Taking care of all the tools & equipment etc. used day-to-day.
16. Monthly rate shall be lump sum for rendering all the above services daily throughout the month. The rate shall be inclusive of all materials, equipment /tools & personnel required for satisfactory completion/execution of above services.
17. The contractor shall ensure that no damage is caused to the SEEPZ property while carrying out the work. If any damages are caused, cost of the same shall be recovered/made good.
18. The contractor shall make available a work order book & register having machine numbered pages in duplicate to the Engineer-in-charge & directions issued by Engineer-in-charge, daily attendance of labour & work attended/executed shall be entered in the book. The register shall be verified & certified from the Engineer-in-charge periodically an extract of the register shall be submitted along with each RA bill.
19. The contractor will store the materials at the site of work in such a way as not to cause obstruction to the other contractors. If removal/shifting of the material so stored is required if it is coming in the way of other contractors, he shall do so at his own cost.
20. Force Majeure:
 - >> In the event of either party being rendered unable by force majeure to perform any obligations required to be performed by them under this agreement, the relative obligation of the party affected by such force majeure, shall be suspended for the period during which such causes lasts.
 - >> The terms 'force majeure' as employed here in shall mean acts of god, war, revolt, mutiny, riot, fire, flood, acts & regulations of the Govt. Of India.
 - >> Upon the occurrence of such cause & upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in



writing within 24 hours of the alleged beginning & ending thereof giving full particulars & satisfactory evidence in support of his claim.

» Time for performance of the relative obligation suspended by the force majeure shall be extended by the period for which such cause lasts.

» If the progress of work is suspended by force majeure condition lasting for more than 72 hours, SEEPZ shall have the option of rescinding the contract in whole or part thereof at its own discretion. Any situation of force majeure shall not be payable by SEEPZ under any circumstances.

21. Liquidated Damage:

>> If the contractor fails to provide the personnel/material as provided in the contract or at any time repudiates/abandons the contract, SEEPZ without prejudice to any other right/remedy available, may at its discretion terminate the contract.

>> Arrange or the work or part of the work in default by the contractor, to be carried out by any other contractor/party without notice to the contractor. Such decisions of SEEPZ will be final & binding on the contractor. The expenditure so caused shall be recoverable from contractor's RA bills.

>> Terminate the contract or a portion or part of the work thereof & if so desired arrange the work in default by contractor to be carried out by any other party at the contractor's risk & cost.

22. Qualification & Experience:

>> The identity cards will be issued by contractor to his employee & same shall have to be kept with them.

>> Persons employed by the contractor, shall have to be capable for reading & understanding & practicing safety/ accident/ caution signboards.



>> The contractor would be responsible for providing character & antecedent certificate from the police authorities in- respect of selected candidates prior to their posting on SEEPZ jobs.

>> The contractor shall discontinue its personnel if such personnel shown no alertness while on duty. In such cases, the contractor shall have to provide a replacement immediately.

23. Execution of Work

>>Information Confidential: All information obtained by the contractor in the conduct of operation here under shall be confidential & shall not be divulged by the contractor/its employees to any person, firm or company other than the Corporations designated representatives. The contractor should mention the number of personnel per each shift available at the site. The contractor shall at all times, permit the corporation & its authorized employees & representatives to inspect all works performed & to witness & check all measurements & test made in connection with the said work.

» Variation in Job Requirements: The contractor shall arrange Manpower for the job requirement, which will vary from time to time depending on the Corporation's requirements.

23. Obligations:

>> The contractor shall arrange at his own cost to & fro transportation of all his own men& material to the working spot. Due to disruption of public transport, if the contract personnel are not relieved in time, the corporation will not be held responsible & the contract personnel will have to continue on duty till a reliever reaches the site.

>> Contractor shall make his own arrangement, at his own cost, for providing residential accommodation, traveling, meals, tea etc. to the staff engaged by him.

It is further agreed that:



>> Contractor's personnel shall observe security & safety rules of the corporation while at site.

>> The contractor & the corporation shall maintain strict discipline & maintain good order among their respective employees & shall abide by & conform to all rules & regulations promulgated by the corporation & SEEPZ authority. Shall the corporation feel that the conduct of any of the contractor's personnel is against corporation's interest, the corporation shall notify the contractors in writing the reasons for requesting removal of such contractor's personnel. The contractor shall remove & replace such employees at contractor's expense within 24 hours from the time of the notice by the corporation in this regard. The corporation's decision on the performance or behavior of an individual shall be final & shall be binding on the contractor.

>> In the event of the SEEPZ finds that the workmen/personnel deployed by the contractor are not of the required caliber or otherwise not satisfactory, owing to any reason of which the corporation shall be sole judge. The corporation will be entitled to reject such jobs, cancel the contract at the risk & cost of the contractor reserving always to itself the right to forfeit the security deposit furnished by the contractor for the fulfillment of the contract. If the services rendered by the contractor are found unsatisfactory, the corporation reserves the right to terminate the contract without notice & in such case the security deposit will be forfeited.



18.Schedule B

**Name of Work :M&R to SDF & GJ Buildings in SEEPZ-SEZ Comprehensive
Annual Maintenance Contract for the lifts of
SDF &GJ Buildings in SEEPZ-SEZ premises.**

SCHEDULE-B

ANNUAL MAINTENANCE OF THE LIFTS OF SDF&GJ BLDGS.

<u>Quantity</u>	<u>Item Description</u>	<u>Rate(in fig & words)</u>	<u>Unit</u>	<u>Amount(Rs.)</u>
192 Job	Item No.1: Providing annual maintenance contract (comprehensive type) for 16Nos of lifts of various makes at the SDF& GJ buildings. At SEEPZ-SEZ premises. (i) for Lifts		<u>Job</u>	
	Total for SUB –ESTIMATE NO.1: Rupees:			

Rupees _____

I/We agree to execute the above items at the rates quoted by me/us. All the terms & conditions mentioned in the tender document are acceptable to me/us.



9.Detail Item wise List and specifications

**NAME OF WORK :M&R to SDF & GJ Buildings in SEEPZ-SEZ
Comprehensive Annual Maintenance Contract for the lifts
Of the SDF & GJ Buildings in SEEPZ-SEZ premises**

Name of work :Annual Maintenance of the lifts of SDF / GJ Buildings

Item No.1: Providing annual maintenance contract (comprehensive type) for the 16 no of lifts of various makes in SDF & GJ building in SEEPZ- SEZ premises.

1a. There are **16 Nos** of lifts of different makes at various buildings mentioned under ItemNo.1.

1b. As the lifts are always under use, it is expected that the contractor shall provide mechanics having good experience in the maintenance of the lifts of various makes mentioned.

2a. The contracting agency shall engage trained & licensed & skilled personnel for repair/servicing work. They shall be qualified to keep the equipment properly adjusted in good working condition & they shall take all reasonable care to maintain the equipment in efficient, reliable & safe operating condition. The contractor has to maintain the lifts fully comprehensive way.

2b.The contracting agency shall provide the mechanic with all necessary tools & accessories for smooth operations and should have sufficient experience about the repairing of the various parts of each make lifts.

3a.The contractor shall regularly examine (once in a month or as & when required & report to the SEEPZ authority) .lubricate & adjust the equipment & generally carry out planned maintenance in systematic & controlled manner.



4. In the contract, all accessories/parts of the lifts are covered for repair or replacement

as per requirement, including the following during the contract period & the expenditure for the same is also included in the rate of this tender:

a) All wire ropes & chains (where fitted) as often as require to maintain an adequate factor of safety, to equalize the tension on all hoisting ropes; repair or replace conductor cables & hoist way & machine room elevator wiring, light diffuser, light bulb, batteries etc.

.

b) Furnish lubricants compounded to the lifts.

c) Examine periodically all safety devices & governors & carryout all customary safety tests, preferably monthly and submit the certificate.

d) Systematically examine & adjust, repair, maintain the following components:

** Machine work gear, thrust bearing, drive sheave, drive sheave bearing, break contacts, lining & components, motor, generator, generator motor, motor windings, rotating elements, commutator, brushes, brush holders, bearings, coils, resistances for operating & motor & magnet frames & other mechanical parts; controller, selector, leveling devices, cams, relays, solid state components like PCBs, Transducers, Resistors, Condensers, Power Amplifiers, Transformers, Contact Leads, Dashpots, Timing devices, steel selector tapes & mechanical & electrical driving equipment, governors, governor sheave, shaft assembly, bearing contacts & governor jaws.

** Car & Hall mechanical buttons, car & hall position indicators, hall & car direction indicator & all other car & landing signal fixtures as installed for each lift.



** Deflector/secondary sheave, bearing, car & counter weight, guide rails & buffers, top & bottom limit switches, governor tension sheave assembly, compensating sheave assembly, car, counter weight, counter weight guide shoes including rollers and gibs.

** Interlocks on hoist way doors, hoist way door hangers, guides, automatic power operated door operator, car door hanger, car door contact, safety shoes, load weighing equipment, car frame, car safety mechanism & platform.

>> Refinishing, repair or replacement of following components are also included in Scope of work.

e) The contractor should maintain the performance characteristics of the equipment as originally designed & installed for each lift.

f) The contractor shall give priority for the service, repair & manufacturing facilities to restore the equipment to normal operating condition.

g) The nos. of lifts for maintenance may decrease substantially, if buildings are handed over to the customer. There is also possibility of decreasing the period in case of handing over entire building. The tenderer should note this point while quoting for the subject work. No extra claim on this account will be entertained.

h) The contractor should maintain current engineering wiring diagram for the terms of this agreement & same will be used exclusively for each type of lift.

i) The contractor shall maintain a reasonable supply of genuine spares in his stock for all lifts.

j) Contractor shall engage on site required skilled & unskilled manpower for attending & reporting the faults at all times during the day



k) All parts mentioned above shall be handed over to SEEPZ-SEZ in case of replacement of the same.

l) Time of Performance: All works & services provided for in this agreement are to be performed during the 24 working hours on every working days.'

m) Faults shall be attended immediately within 1 hour. The lifts shall be kept in operating conditions for all 24 hours of the day **If lift not repaired within 1 hour ,Rs.200 will be levied for every hour delayed as penalty.** The communication of complaint shall be done oral, phone, e-mail & in writing.

n) The agency shall provide emergency call back service at no extra charge under this agreement. This call back service will be extended round the clock on all working days as was holidays for all elevators.

o) Only original make spares for replacement/repairs shall be used in the interest of safety of equipment for each make of lift & its -users, to contracting agency shall not utilize spare parts of makes other than the make of the respective lift. For each part, the agency shall submit test certificate of the respective manufacturer.

p) Reporting: The agency shall report the details of unsatisfactory running or irregular performance of the equipment & ensure that the lifts are in proper operating condition.

q) Inspection of the lifts by the Inspector of Lifts: The agency shall arrange for inspection of the lifts by the inspector of Lifts & shall pay the fees for the same.

.5) It is expected that under this comprehensive contract agreement, the contractor has to take care to keep lift in good & safe working condition in all respects by doing proper & systematic maintenance. However, if it is found that because of negligence of the contractor any accident is occurred, SEEPZ will not be responsible for the same. The contractor shall have to bear all the consequences for any accident will be solely responsible for all penal action & compensation that may be levied by any authority.



6) Bidders are requested to visit & inspect each & every lift with make covered under this contract before submission of the tender for assessing the quantum of work & condition of the lifts. Once the contract is finalized, the contractor has to carry out the work as per the terms & conditions of the contract.

7. The contracting agency has to provide following documents at the end of every month failing which the payments shall not be released.

- a. Customary safety test certificate per the norms of PWD
- b. Performance report of each lift from the safety point of view.
- c. register for recording periodic maintenance of the lifts.
- d. History sheet of each and every lift for that particular month.
- e. WEEKLY Inspection report.

8. Mode of Measurement: Contract rate shall be on the basis of per lift per month. Payment shall be made on Monthly basis & shall be released proportionately as per the accepted rates.



10.Layout of SEEPZ

