



**SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY**

**Tender for**

**Providing and laying water proof treatment on terrace slab of SDF 1 to 6 and  
GJ 1 to 3 buildings excluding buildings for which water proof treatment is  
done recently in SEEPZ SEZ Premises.**

**Second Call**

**SEEPZ Special Economic Zone Authority**

SEEPZ Service Centre Building, SEEPZ SEZ

Andheri (E), Mumbai-400096



## Table of Contents

1.	Invitation to Tender.....	4
2.	Detailed Tender Notice.....	5
3.	Clause for Payment of Stamp Duty .....	11
4.	Clause for Recovery of Additional Security Deposit .....	12
5.	Clause for Recovery of Labour Cess.....	13
6.	Form B-2 .....	14
7.	Memorandum .....	17
8.	Conditions of Contract.....	19
9.	Schedule A.....	54
10.	Directions for filling the Tender.....	57
11.	Common Conditions & Additional Contract Conditions .....	59
12.	Special Condition for Royalty Payment .....	76
13.	Accompaniment to the Government Resolution Public Works Department No. Cat/06/04/148 Dt 16.5.2005 Price Variation Clause.....	77
14.	Clause for Reimbursement of Taxes/Duties.....	84
15.	Indenture for Secured Advances .....	85
16.	Value Added Tax (VAT) Act and Contract Labour, Income Tax Clause .....	90
17.	Service Tax Clause .....	92
18.	Insurance of Work Clause .....	93
19.	Third Party Inspection Clause .....	94
20.	Third Party Inspection Clause .....	95
21.	Quality Audit Clause.....	96
22.	Standard Cement Consumption Statement.....	97
23.	Cement Variation Clause .....	102
24.	Maintenance Guarantee Clause during Defect Liability Period .....	103
25.	Observation and Rectification of Defects .....	105
26.	Declaration for Non-Employment of Ex-SEEPZ SEZ Employee .....	106
27.	Additional Clause for Works costing more than Rs.50 Lakhs.....	107



28.	Certificate from Contractor .....	108
29.	Schedule B.....	109
30.	Annexure A - Joint Venture for works costing more than Rs.300 Lakhs.....	111
30.1	Clause, Condition and MOU for Joint Venture for works costing more than Rs.300 Lakhs .....	113
31.	Annexure B - Memorandum of Understanding for Joint Venture .....	114
32.	Scope of Work.....	119
33.	Post-Qualification Form for Joint Venture for works costing Above Rs.. 300 Lakhs.....	120
34.	Special Contract Condition.....	131
35.	General Specification and Additional Contract Condition .....	132
35.1	Technical Item Specifications .....	134
35.1.1	Detailed Item-wise Specifications.....	134
35.2	Safety Measures:.....	137
35.3	Mode of Measurement .....	137
35.3.1	Field Hydrostatic Test of water proof treatment:.....	137
35.4	Store .....	138
35.5	Materials .....	139
35.5.1	Cement.....	139
35.5.2	Aggregates (General) .....	139
35.5.3	Water .....	140
35.5.4	Admixtures.....	140
35.6	Wastage.....	140
35.7	Samples and Tests .....	140
35.8	Tests & Standard of Acceptance.....	141
35.9	Division of Responsibility .....	143
35.10	General Layout .....	144



## 1. Invitation to Tender ( Second Call )

**Name of work :“Providing and laying water proof treatment on terrace slab of SDF 1 to 6 and GJ 1 to 3 buildings excluding buildings for which water proof treatment is done recently in SEEPZ SEZ Premises at Andheri (E) Mumbai,**

**Sealed tenders in B2 form are invited for the above referred work from the Contractors registered in Class I(a) & above with PWD, Government of Maharashtra or in the 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](http://www.seepz.gov.in)> from **11.07.2016 to 09.08.2016**. The Tenderers 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 **09/08/2016 upto 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 ( Second Call )

### Tender Notice No. 01 for 2016- 17 (SEEPZ) / 2016-17

Sealed tenders in B2 form are invited from eligible contractors for the following work in sealed covers addressed to “ The **SEEPZ SpecialEconomic 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. The details of tender are given below.

An amount given below towards Earnest Money Deposit (EMD) & cost of the blank tender & application support amount shall be paid by separate Demand Draft (DD) of any Nationalized / Scheduled Bank in favour of the “**SEEPZ SpecialEconomic Zone Authority, Andheri** ». The tender will be considered only if EMD is in proper order as per rules.

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	Providing and laying water proof treatment on terrace slab of SDF 1 to 6 and GJ 1 to 3 buildings excluding buildings for which water proof treatment is done recently in SEEPZ SEZ Premises at Andheri (E) Mumbai
2	Earnest Money Deposit	Rs. 8,63,135/- by DD.
3	Application Support Amount	Rs. 1000/- ( Pay by DD ) (Non-refundable)



4	Security Deposit	<p><b>Initial security deposit:</b> Rs.51,78,810/- or 3.00% of accepted tender cost whichever is higher by DD of Nationalized Bank / Scheduled Bank/Bank approved by 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/-</p> <p><b>Security Deposit through R A Bills :</b>Rs. 86,31,350 /- or 5.00% of accepted tender cost whichever is higher through RA bills.</p> <p><b>Total Security Deposit will be 8 %.</b></p>
5	Cost of Blank Tender Form	Rs 25,000/- pay by DD (Non Refundable)
6	Time Period	9 Months Including monsoon
7	Availability of blank tender form	<b>11/07/2016 To 09/08/2016</b> (to be downloaded from the SEEPZ Web site ( <a href="http://www.seepz.gov.in">www.seepz.gov.in</a> ))
8	Queries of contractor	Will be received on the web site / by email < <a href="mailto:ddcseepz-mah@nic.in">ddcseepz-mah@nic.in</a> > / by letter up to <b>25/07/2016, 05:00 PM</b>
9	Reply to queries & SEEPZ clarification	Will be published on the website on <b>27/07/2016 up to 06:00 PM</b>
10	Last date of submission of Tender	<b>09/08/2016 up to 12:00 Hrs. at SEEPZ Special Economic Zone Authority, SEEPZ Service Centre Building, SEEPZ SEZ, Andheri (E), Mumbai-400096</b>
11	Date of opening of PQ & tender	<b>09/08/2016 at 03:00 PM . (if possible)</b>
12	Place of Tender Opening	Office of the <b>SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY,</b>



		SEEPZ SERVICE CENTRE BUILDING, SEEPZ SEZ, ANDHERI (E), MUMBAI-400096
13	Class of Registration	I(a) and above.
14	Eligibility	<p>A) Contractors registered in Class I(a) &amp; above with PWD, Government of Maharashtra <b>or</b> in appropriate class with CPWD/ MES/ Railways/ MJP/ CIDCO/registered with HPCL /NSIC/MSME and satisfactorily completed(from start to finish) as a prime contractor of at least one single work of water proof treatment of <b>minimum 6,000 Sqm</b> in Government/Semi-Government Dept./ Local bodies / Public Sector / Private Sector during last 5 financial years as follows.</p> <p>Minimum 6000 Sqm by “ Epoxy resin primer and Polyester resin System “ <b>or</b> minimum 1000 Sqm by “ Epoxy resin primer and Polyester resin System “ and minimum 5000 Sqm by other methodologies excluding brickbat coba treatment.</p> <p><b>OR</b></p> <p>Contractors registered in Class I(a)&amp; above with PWD, Government of Maharashtra <b>or</b> in appropriate class with CPWD/MES/ Railways/ MJP/ CIDCO/ registered with HPCL /NSIC/MSME and</p>



		satisfactorily completed (from start to finish) as a prime contractor of at least one single work of water proof treatment of minimum 1000 Sqm by “ Epoxy resin primer and Polyester resin System “ and remaining by other methodologies excluding brickbat coba treatment, costing not less than <b>Rs.863 /- lakhs</b> in Government/Semi-Government Dept. / Local bodies / <b>Public sector / Private sector / Companies</b> satisfactorily during last 5 financial years.
15	Compensation	<b>Rs 5,000/-</b> per day for delay in work execution/ completion of work limited to 10 % of accepted tender cost.
16	Validity of offer	180 days from the date of opening of the tender. (From opening of First Envelope)

### 1. Important Notes:

- A. The information regarding the tender & PQ form (if applicable) & the facility to download it, will be available on “SEEPZwebsite” < [ww.seepz.gov.in](http://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 on Web site / send by email / by letter their queries up to 25/07/2016, 05:00 PM 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. This document shall be downloaded, signed on each and every page and submitted in Envelope No.1. 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 enclose with the tender, the following documents at appropriate place**

**Envelope No.1** shall contain

- (i) DD for EMD and separate DD for cost of blank tender form and application support amount.
- (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 5 financial years executed in Government Department / Semi Government. / Local bodies such as SEEPZ/ CIDCO/ MJP/ Public Sector / Private Sector etc. as specified elsewhere OR PQ form duly completed.
- (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)** The photo copies duly attested, of the above certificates will have to be uploaded 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.** Bidder shall produce supporting documents for experience certificate viz. certified copy of tender documents along with technical specifications and extra item rate lists etc.

**Envelope No.2** shall contain :

- (i) Main tender form duly signed & sealed. The size of this envelope should be sufficient to accommodate the tender papers without folding or twisting them.
- (ii). The submission of tender shall be done in the manner prescribed by SEEPZ only.
- (iii) If the contents of Envelope No.1 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.
- (iv) Tenderer should sign each & every page of the tender document.
- (v) Tenderer should sign each & every correction/deletion/addition.
- (vi) The tenderer shall be bound to keep open the offer up to 180 DAYS from the date of opening of the tender.
- (vii) 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 therefore.
- (viii) The notes & conditions stipulated in this notice & elsewhere in the tender shall form the part of the agreement.
- (ix) 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. Clause for Payment of Stamp Duty

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 of Rs.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.



#### 4. Clause for Recovery of Additional Security Deposit

##### A) Clause for Recovery of Additional Security Deposit in case tenders are accepted more than 15% below:

The tenderer shall note that, in case the tender is quoted and accepted more than 15% below then the additional security deposit shall be recovered in the form of DD, as the case may be, at the time of execution of agreement.

The recovery of additional security deposit shall be as detailed below:

Sr. No.	Offer received below	Additional security deposit to be recovered
1	For offer between 15.01% up to 20% below	1% of estimated cost.
2	For offer between 20.01% up to 25% below	2% of estimated cost
3	For offer more than 25.01% below	3% of estimated cost

##### B) Clause for Recovery of security deposit for quantities Exceeding 125% and Extra Item Rate List (EIRL):

It shall also be noted that security deposit for the quantities exceeding 125% of tendered quantities and/or EIRL shall also be deducted at the % to be recovered through bills (i.e. in cash) as mentioned in the tender text.

##### C) Refund of above Security deposit:

The security deposit so recovered in above events shall be refunded after satisfactory completion of defect liability period.



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## 5. Clause for Recovery of LabourCess

The Government. of Maharashtra vide its decision dated 17/06/2010 has decided to recover LabourCess on allthe construction works undertaken by Government., Public sector undertaking and Municipal Corporation, MunicipalCouncils, Gram Panchayats etc.

The contractors are therefore requested to note that labourCess at 1% of the cost of construction (excludingland cost) arrived at after deducting amount of compensation if any paid to the workers or their relatives underworkers compensation Act 1923 will be recovered from them. The recovery of labourCess at 1% shall be made fromthe payment due for each bill to be paid to the contractor.



## 6. Form B-2

### Item Rate Tender and Contract for Works

#### General Rules and Directions for the Guidance of contractors.

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a boardhung up in the office of the **SEEPZ SEZ AUTHORITY** and signed by the Competent Authority.

This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, dues and ground rents will be granted. Copies of these specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the **SEEPZ SEZ AUTHORITY** for the purpose of identification and shall also be open for inspection by contractors at the office of the **SEEPZ SEZ AUTHORITY** during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of SEEPZ such specifications with designs and 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, and 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. Receipts for payments made on account of any work, when executed by a firm, should 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



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signed in the name of the firm's one of the partners, or by some other person having authority to give official receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating the rates against each item in figures as well as in words specified in Schedule 'B' (memorandum showing items of work. to be carried out) he is willing to undertake the work. Tenders which propose any alterations in the works 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 for rejection. No printed form of tender shall include a tender for more than one works but if contractor who wish to tender for two or more works, they shall submit separate tender for each work.
5. The **SEEPZ SEZ AUTHORITY** or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and 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, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected, the Competent officer shall authorize the Scheduled Bank concerned to refund the amount of earnest money deposited to the contractor making the tender, on this giving a receipt for the return of the money.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tender without assigning any reason thereof.
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 and binding on SEEPZ unless it is signed by the Competent Authority.
8. The memorandum of work to be tendered for and the schedule of materials to be supplied by SEEPZ and their rates shall be filled in and completed by the office of the **SEEPZ SEZ AUTHORITY**, before the tender form is uploaded. If a form which has not been so filled in and completed, contractor shall request



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the said office through query to have this done before he completes and submits his tender.

9. All works shall be measured net by standard measure and according to the rules and customs of SEEPZ and their rates shall be without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.
11. The measurements of work will be taken according to the usual methods in use in SEEPZ and no proposals to adopt alternative methods will be accepted. The **SEEPZ SEZ Authority's** decision as to what is the usual method in use in the SEEPZ will be final.
12. The contractor shall comply with the provision of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the **SEEPZ SEZ AUTHORITY**, may in his discretion, cancel the contract. The contractor shall also be liable, for any pecuniary liability arising on account of any violation by him of the provisions of the Act.





## 7. Memorandum

### (B2 Tender Form)

1	Name of Work	Providing and laying water proof treatment on terrace slab of SDF 1 to 6 and GJ 1 to 3 buildings excluding buildings for which water proof treatment is done recently in SEEPZ SEZ Premises at Andheri (E) Mumbai
2	Earnest Money Deposit	Rs. 8,63,135/- (Pay by DD)
3	Application Support Amount	Rs. 1000/- ( Pay by DD ) (Non-refundable)
4	Security Deposit	<p><b>Initial security deposit</b> : Rs. 51,76,810 /- or 3.00% of accepted tendered cost whichever is higher by DD of Nationalized Bank / Scheduled Bank/ Bank approved by Government of India.</p> <p>S. D. inform of BG will also be accepted when amount of S.D. is more than Rs.50,000/-</p> <p><b>Security Deposit through R A Bills:Rs. 86,31,350/- or 5.00% of accepted tendered cost whichever is higher through RA bills.</b></p> <p><b>Total Security Deposit will be 8 %.</b></p>
5	Cost of Blank Tender Form	Rs 25,000.00 pay by DD (Non Refundable)
6	Time Period	9Months Including monsoon

I/We hereby tender for the execution of above stated work for SEEPZ  
(Hereinafter referred to as SEEPZ) at (in figures)

\_\_\_\_\_



(in words) \_\_\_\_\_ and at the rates entered in Schedule B (memorandum showing items of work to be carried out) & in accordance with all specifications, designs, drawings, instructions & rules, terms & conditions of contract as hereinabove & hereinafter included in these documents & agree that when materials are provided by the SEEPZ, such material & the hereinafter included in these documents & agree that when materials are provided by the SEEPZ, such material & the rates to be paid for them shall be as provided in Schedule A hereto.

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

Paid the following by DD

- (i) Cost of blank tender form : Rs.25000 /- (Non-refundable)
- (ii) EMD:Rs.8,63,135 /-
- (iii) Application Support Cost : Rs.1000/- (Non-refundable)
- Total : Rs.8,89,135 /-

The earnest money, full value of which is to be absolutely forfeited to SEEPZ, if I/We do not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause I(A) of the Contract Conditions; otherwise the said earnest money shall be refunded to us.

Signature of witness: Signature of the contractor.

Address: Address:

Occupation:

Date: Date:

The above tender is hereby accepted by me on behalf of the SEEPZ at the cost of Rs. -----

Place: SEEPZ SEZ AUTHORITY

Date:



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## 8. 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 SEEPZ SEZ AUTHORITY concerned up to 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 in cash to the SEEPZ SEZ AUTHORITY (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 8.00 % of the total accepted tender 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 8.00 % 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 as aforesaid any sum(s) which may have been deducted from (\* or raised by sale of his security deposit) or any part thereof. If the amount of security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender/contract already accepted shall be considered as cancelled & legal steps taken against the contractor for recovery of the amount.

**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 an amount of Rs. 5000/- per day or such amount up to 1% as SEEPZ SEZ AUTHORITY (whose decision in writing shall be final) may decide, of the amount of the accepted cost of the whole work as shown by the tender for each day that the work remain sun-commenced /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

**Note:** The quantity of work to be done within a particular time to be specified above shall be fixed by the officer competent to accept the contracts after taking into consideration the circumstances of each case and inserted in the blank space kept for the purpose & abide by the programme of detailed progress laid down by the SEEPZ SEZ AUTHORITY.

In the event of contractor failing to comply with this condition, he shall be liable to pay as compensation an amount of Rs. 5000/- per day or such amount up to 1% as 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 deem best 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 SEEPZ SEZ AUTHORITY shall be conclusive evidence & in that case 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 on the tools & plants, & 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 SEEPZ SEZ AUTHORITY, 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 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 SEEPZ SEZ AUTHORITY 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 any work therefore, 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. b)

In the event of either of the courses referred to in clauses or 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. 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 SEEPZ SEZ AUTHORITY 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.

The certificate of the SEEPZ SEZ AUTHORITY as to all cost of the work done by the new contractor and as to the value of the work so done and shall be final and conclusive against the contractor.

**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 & 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 SEEPZ SEZ AUTHORITY 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 SEEPZ SEZ AUTHORITY whose certificate thereof shall be final. In the alternative the SEEPZ SEZ AUTHORITY 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:**



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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 SEEPZ SEZ AUTHORITY 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 (hereinafter called 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.





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**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.



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**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 **SEEPZ SEZ AUTHORITY** & 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 per No. of contract drawings & Rs.100 per No. of 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 may be 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 at the 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 shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the 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 in such 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 or 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 forth require after having the regard of the appropriate stage at which the work should be stopped or suspended so as 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 here in after.

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 another 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 tender is more than Rs.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 15(i) 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 SEEPZ to take over on payment such material at threats determined by the Engineer. Provided, however, that such rates shall in no case exceed the rates at which the same were acquired by the contractor. The SEEPZ shall thereafter take over the material so offered, provided the quantities, offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

**CLAUSE 15(A):**

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 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 **SEEPZ SEZ AUTHORITY** 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 15 (B):**

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

**CLAUSE 16:**

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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 therefore.

**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 :**Defect liability period for this work is 36 months and guarantee period is 120 months.** If during the period of 36 Months from the date of completion as certified by the Engineer-in-charge pursuant to Clause-7 of the contract or 36 Months after commissioning the work, whichever is earlier in the opinion of the **SEEPZ SEZ AUTHORITY** , the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the **SEEPZ SEZ AUTHORITY** , 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 prescribed & 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-charges 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:

- 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 this 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
- (i) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.



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- (ii) Scaffolds shall not be overloaded & so far as practicable the load shall be evenly distributed.
  - (iii) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength & stability of the scaffolds.
  - (iv) Scaffolds shall be periodically inspected by a competent person.
  - (v) 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.
  - (vi) Working platforms, gangways & stairways shall :-
    - (i) be so constructed that no part thereof can sag unduly or unequally.
    - (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:-
  - (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 & 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.



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- 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 property including any damage caused by the spreading of fire mentioned in Clause 22 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 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. 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 SEZ AUTHORITY 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 any 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 other 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 therefore 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 carriage & 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 or 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 sum 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:** Contractor's percentage whether applied to net or gross amounts of bill  
The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

**CLAUSE 37:** Payment of quarry fees & royalties

All quarry fees, royalties, octroi, duties & ground rent for stacking materials, if any, should be paid by the contractor, as specified elsewhere in tender.

**CLAUSE 38:** 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 39:**

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 40:**

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 41:** 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 and mutually agreed by SEEPZ AUTHORITY. 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. For the purpose of operation of this clause, this cost shall be taken to be worked out from the DSR prevailing at the time at the acceptance of tender.
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/-.
4. The clause is not applicable to extra items.
5. There is no change in the item rate if the excess is more than 25% of the tendered quantity but the value of excess work at the tendered rate does not exceed Rs.5000/-
6. The quantities to be paid at tendered rate shall include
  - a) Tendered quantity plus
  - b) 25% excess of the tendered quantity or the excess quantity of the value of Rs.5000/- at the tendered rates, whichever is more.

**CLAUSE 42: 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.



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**CLAUSE 43:** 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 44:** 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 45:** 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 46**

Minimum age of persons employed, the employment of donkeys &/or other animals & the payment off-air 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.



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- (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 SEEPZ SEZ AUTHORITY, who shall decide the same.

The decision of the SEEPZ SEZ AUTHORITY shall be conclusive & binding on the contractor but such decision shall not in any SEEPZ SEZ AUTHORITY 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 47: 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 48: 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 49: 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 SEEPZ SEZ AUTHORITY or be any person to whom the SEEPZ SEZ AUTHORITY 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 SEEPZ SEZ AUTHORITY whose decision shall be final & binding on the contractor.

**CLAUSE 50:**

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 from time 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 to the controlled price on the permissible under the



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Hoarding & Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

**CLAUSE 51:**

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

**CLAUSE 52:**

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

**CLAUSE 53:**

The provision regarding contractor's labour 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 labour 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 54:**

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 SEEPZ SEZ AUTHORITY, may in his discretion, cancel the contract. The contractor shall be liable to him/them, of the provisions of the Act.



**CLAUSE 55:**

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 SEEPZ SEZ AUTHORITY, (hereinafter called the SEEPZ SEZ AUTHORITY) & 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 therefore. In case of any discrepancy between the drawing & the specification the Exe. Engineer, shall decide which of the two is to be followed.

**CLAUSE 56:** 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 the irrespective jobs. The contractor shall have the work in all respects clean & perfect at the completion thereof.

**CLAUSE 57:** Drawings & Specifications:

At least 6 copies of the drawings & specifications submitted by the Contractor & approved & signed by the SEEPZ SEZ AUTHORITY shall be furnished by the Contractors to the SEEPZ & copies there of shall be kept on binding. Contractor's agent who is to be constantly kept on the ground by the SEEPZ SEZ AUTHORITY, 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.



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**CLAUSE 58:** 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 59:** 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 SEEPZ SEZ AUTHORITY 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 60:** 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 SEEPZ SEZ AUTHORITY, shall also have full power to order other proper material to be substituted & in case of default the SEEPZ SEZ AUTHORITY, may cause the same to be supplied & all cost which be incurred in such removal & substitution shall be borne by the contractor.

**CLAUSE 61:** Action in case of improper materials & workmanship

If in the opinion of the Exe. Engineer, any work or any part thereof is executed with improper materials or defective workmanship, the contractor shall when required by the SEEPZ SEZ AUTHORITY, 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 Exe. Engineer, shall have full power to employ other persons to re-execute the work & cost there of shall be borne by the contractor.

**CLAUSE 62: 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 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 10days, 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 63: Performance & guarantee of the work or plant completed by the contractor:**

1. 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 36 Months of defect liability period and 120 months of guarantee period. 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 work done 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. **Guarantee period for this work is 120 months.** The contractor will have to give in writing, guarantee on stamp paper of Rs.100/- for free maintenance of work done by him for the period of 120 Months from the date of completion of work.

**CLAUSE 64:** 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 65:** 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



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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.



## 9. Schedule A

**Name of Work: “Providing and laying water proof treatment on terrace slab of SDF 1 to 6 and GJ 1 to 3 buildings excluding buildings for which water proof treatment is done recently in SEEPZ SEZ Premises at Andheri (E) Mumbai**

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.

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

<b>Diameter of Bar in mm.</b>	<b>Weight in Kg/RM length of bar</b>
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



<b>Diameter of Bar in mm.</b>	<b>Weight in Kg/RM length of bar</b>
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 be 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.





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## 10. Directions for filling the Tender

1. The tenderer should quote the item rate in words & in figures.

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 get the matter clarified from the concerned SEEPZ SEZ AUTHORITY well in advance so that the submission is made before the specified date & time.

2. 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 competent authority. 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 SEEPZ SEZ AUTHORITY 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.

1. The tenderer shall fill up the printed form, stating at what rates (Memorandum showing items of work to be carried out specified in Schedule B.) he is willing to undertake the work. Only one rate against each item shall be entered. Tenders, which propose any alteration in the specifications in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection.



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2. 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 SEEPZ SEZ AUTHORITY.
  3. 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 SEEPZ SEZ AUTHORITY before the tender form is uploaded.
  4. All the work shall be measured net by standard measure & according to the rules & customs of SEEPZ without reference to any local custom.
  5. The contractor is allowed to change his bid till last date of time of the submission of the tender. Only the last bid will be saved in the system which will be considered for evaluation if the contractor is found eligible for opening of price bid.



## 11. Common Conditions & 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, electricity & sanitary arrangements for his employees at site of works as required. 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 authorities.
  
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 materials used in the work shall be as per samples got previously approved from Engineer-in-charge, as mentioned in the detailed specification All rejected material shall be removed by the contractor from site of work immediately failing which the same will be got removed by SEEPZ at his cost.
  
3. **Works:** 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 labour& material for making out the ground & keeping all references, levels & lining props 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 benchmark shall be constructed by the contractor at the site of work as directed for reference of



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various levels in connection with work. The line out if required to be carried out more than one time, the same shall be done by the contractor without extra cost.

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. **General:** The contractor shall be deemed to be thoroughly conversant with the local condition such as the availability of all 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.
6. **Discrepancies:** 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 SEEPZ SEZ AUTHORITY's decisions 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 therefore, extra rate will be payable on approval. No major deviation involving substantial extra outlay will be made without the prior approval of the SEEPZ SEZ AUTHORITY.
7. **Work progress register:** It will be maintained by SEEPZ on site &/or in the office. 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 or his authorized representative shall attend the site or said office daily for receiving instructions.



**8. WATER SUPPLY :**

- (i) Metered water supply will be made available to the contractor from SEEPZ pipeline if available & water consumed will be charged at the prevailing industrial rate or nearby industrial area or in that area subject to change as decided by SEEPZ from time to time. The connection, metering etc. shall be taken by the contractor at his cost.
- (ii) For taking water supply connection separate agreement for water supply connection is necessary to be executed with SEEPZ and the terms and conditions of this agreement will prevail until water supply connection is in force.

9. 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 fullproofness.

10. Contractor has to clear road land width/plot which includes cutting trees less than 30cms. In girth with permission from concerned competent authority, cleaning brush wood, loose stones, vegetation, bushes, stumps & mole hills without any extra cost. The contractor shall provide diversion to the affected existing road, if required as directed by Engineer-in-charge at his own cost.

11. The contractor shall engage an authorized all time person on this work capable of engaging & guiding the work & understanding all specifications. He will take orders as will be issued by the SEEPZ SEZ AUTHORITY, or his authorized representative & shall be responsible for carrying them out. The person shall not be changed without prior intimation to the Exe. Engineer & his representative on the work site.



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12. The contractor will take all precautions during the execution of work so as not to cause any damage to any property/ adjacent properties & shall be responsible to make good any damaged property as directed by the SEEPZ SEZ AUTHORITY till his satisfaction.
  
  13. All installations such as electric cable, water pipeline, telephone lines, OFC, Sewer main manhole, natural drainage, gas/ fuel pipelines, CD works, storm water drainages etc. coming in the way shall be looked after carefully. The protections and support against any damages, which otherwise will have to be made good by contractor at his cost. In case any permission is required from Concerned authority for handling these lines, the contractor will co-ordinate with such authority. All safety precautions shall be taken from traffic flow point of view.
  
  14. Contractor should specifically indicate the metal & murum quarries from which he proposes to bring the material for completing the work.
  
  15. 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.
  
  16. 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



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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 to the SEEPZ SEZ AUTHORITY, his authorized representative & the contractor. It is, however understood that before taking over such work, SSEEPZ will not put it to its regular use distinct from casual/incidental one.

17. 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.
18. 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. Materials shall not be tacked 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.
19. 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 SEEPZ SEZ AUTHORITY may specify. The contractor is liable for the damages/compensation arising out of disregard of this condition.
20. The orders of collection & utilization of materials shall be decided by SEEPZ SEZ AUTHORITY/his authorized representative so as to ensure orderly work.
21. 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



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separately or the collection shall not be started at all unless the material collected in the section under reference has 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.

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 etc. 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 SEEPZ SEZ AUTHORITY. After getting the letter of approval of design from SEEPZ SEZ AUTHORITY, 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 any time during the execution, any error appears/arises, the same shall be rectified by the





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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 "Copy Right", it shall be responsibility of the contractor to observe all 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



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Std. Spec. 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.
33. Safety of materials & recoveries: The contractor shall use the materials supplied to him by the department at free of cost or as mentioned in the Schedule 'A' very properly & economically. The contractor shall be responsible for proper handling & safe custody of the materials so issued to him. The materials remaining unused after the completion of the work shall be returned by the contractor at the Department. The department will accept only such materials as are in perfect conditions. If any of the materials issued to the contractor free of cost there of department will accept only such materials as are in perfect conditions. If any of the materials issued to the contractor free of cost there of shall be recovered from the contractor at double the rate at which it was purchased by the department, or the market rate prevailing at the time whichever is higher. The contractor shall maintain a day to day account of materials issued to him by the department & shall produce it to the Engineer-in-charge when demanded.
34. Road Crossings: Any work at the road crossing shall be restricted only to half the width of the road, leaving the other half open for traffic. Second half is taken up only after the first half is completed & made up to the original surface, serviceable with the permission of Engineer-in-charge. All roads shall be reinstated by the contractor without any extra cost after proper



consolidation, watering, cutting etc. Guarding barricading shall be provided by the contractor for 24 hrs. a day. The work of road crossing shall be planned well in advance & shall be carried out within the minimum possible time thereby causing least disturbance to traffic. No road shall remain excavated for more than 24 hrs. Where the roads are very narrow such that traffic cannot be allowed in the second half when the work in first half is in progress, the contractor shall provide necessary diversions & maintain the same at his cost till such time as the work is in progress & the road is opened to traffic.

35. Interpretation: Singular & Plural 'Work' imparting the singular number shall include the plural number also & vice versa where the context requires.

36. Removal of Contractor's Employees: The contractor shall employ in & about the execution of the works only such persons as are careful, skilled, competent & experienced in their several trades & shall, on the direction of the Engineer-in-charge forthwith cease to employ in & about the execution of the works. Any person who in the opinion of the SEEPZ or Engineer-in-charge, misconduct himself, or is incompetent or negligent in the proper performance of his duties or whose continued employment is undesirable for any reason, such persons shall not be again employed upon the works without the written permission of the SEEPZ/Engineer-in-charge.

37. Access to site of work: The provisions of clauses & conditions of this contract shall also apply to all premises, workshops, factories, plants, quarries & all other places from where materials, manufactured articles & machineries are being obtained or stored for the works.

The SEEPZ /Engineer-in-charge or their representative & other subordinates shall be furnished with such information, assistance & facility by the contractor as is required to make a complete & detailed investigation/inspection/supervision of the said goods.



38. Inspection of Works & Materials: All materials & each part of details of the work shall be subject at all times, to inspection by the SEEPZ/Engineer-in-charge or their representative or other authorized subordinates who shall be furnished with reasonable facilities & assistance by the contractor for ascertaining whether or not the work as performed or the materials used are in accordance with the requirements & intent of the plans & specifications.

The contractor shall also inform the Engineer-in-charge in writing, when any portion is ready for inspection giving him at least 24 hrs. advance intimation to enable him to inspect the same without regarding further progress of the work. Any work done or materials used without supervision or inspection by the SEEPZ/Engineer-in-charge or is representative, is liable to be ordered to be removed & replaced at the contractor's expense.

39. Testing of Materials & Works: All materials before being incorporated in the work shall be inspected. After satisfactory necessary tests as per prevalent standards shall be approved by the Engineer-in-charge. The testing shall be done in the Government approved lab or any laboratory approved by SEEPZ & the testing charges shall be borne by the contractor himself only.

Any work in which such materials are used prior to inspection & when necessary, testing & without approval or written permission of the Engineer-in-charge shall be considered as unauthorized, defective & not acceptable.

The testing of materials & works where necessary shall be carried out in accordance with the latest standards Methods of Bureau of Indian Standards Institution current on the date fixed for opening of the tender. If no such standard exists for a particular test, the standard method as laid down by the British Standard Institution or by American Association of State Highway Officials or the American Society or other suitable organization for testing of materials, will be used at the discretion of the Engineer-in-charge. He may also adopt any other suitable method at his discretion.

The contractor shall furnish such facilities instruments, machinery, equipment, labour and material as the Engineer-in-charge may require for collecting &



forwarding sample or for ascertaining the quantity, quantity or weight of materials used and if so directed shall not make use of or incorporate in the work of any materials represented by the said sample until the required tests are made and the materials accepted.

The contractor shall establish a laboratory at site where routine testing of materials of concrete, asphalt, etc. can be done to the requirements as per work at his cost. The daily test report register should be maintained at site/ lab and shall be produced as and when required.

The cost of collection of sample including transportations as well as of the testing shall be borne by the contractor for the followings:

- (i) The collection & supply of the samples & carrying out of such tests is provided for or clearly intended in the contract, will be carried out in the laboratories approved by the Engineer-in-charge.
- (ii) The collection & supply of the samples & the carrying out of such tests if not provided for or clearly intended in the contract but on testing, the material is found defective & has to be rejected. The defective material should be removed from site within 24 hours & report of the same should be given to Engineer-in-charge.

40. Unauthorized & Defective Works: No work shall be done without lines, levels, grades, lengths & other dimensions having been given or approved by the Engineer-in-charge or when authorized by him or by his representative or other authorized subordinates. Any work done by the contractor prior to the approval of the contract, work done contrary to or regardless of the instructions of the Engineer-in-charge, work done beyond the lines shown on the plans or as given, or any extra work done without authority will be considered as unauthorized &

Will not be paid for under the provisions of this contract. Work so done shall be ordered to be removed or replaced at the contractor's expense.

All works & materials which do not conform to the requirements of the contract whether on account of poor workmanship, defective materials, unsuitable



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equipment & plans, carelessness or any other causes, shall be considered as defective.

The Engineer-in-charge shall have the power to order removal or replacement of all unauthorized/defective materials/works which in his opinion should be removed or replaced. All defects, be removed, replaced or corrected as may be directed by the Engineer-in-charge.

41. Night Work: Subject to any provisions to the contrary contained in the contract, no work shall be carried out between the hours of sun set & sunrise without the written permission of the Engineer-in-charge except when the work is unavoidable or absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Engineer-in-charge or his representative, provided always that the provision of this clause shall not be applicable in the case of any work which it is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention of work at night to the Engineer-in-charge.

After making all requisite arrangements & management of areas, materials & equipment, required under any emergency etc. Overtime to supervisory staff of the SEEPZ, in such cases shall have to be however borne by the contractor.

The contractor shall also carry on work between sunset & sunrise if so required by the Engineer-in-charge, subject to obtaining approval in writing, for expediting the progress on the works or for any other reasons of technical safety.

Whenever any work is required to be carried out at night in the interest of structural safety or any other reason with express approval of the Engineer-in-charge or his representative authorized to supervise, adequate lighting & other arrangement shall be made in advance by the contractor for proper execution & supervision of the work. The contractor shall not be however



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entitled to any extra payments for night work. Before such work to be carried, the contractor should also inform to local Police Station in writing.

42. Explosive and inflammable Materials: The SEEPZ does not anticipate use of any explosive or any inflammable material on this work, however, in the event, explosive or inflammable materials are used for the execution of the works, the contractor shall at his own expense, obtain such license or license as may be required for storing and using explosives and or inflammable materials and locate, construct and maintain magazines if such area is required for storage in accordance with relevant Government rules in force. Such magazine shall clearly marked dangerous – explosive in the original language and Devnagri and shall be in the care of competent watchman all the time. All these shall be done under intimation and after getting concurrence Engineer-in-charge.

The contractor shall exercise utmost care while using explosives and or inflammable material not to endanger life or property and shall be solely responsible for any and all damages resulting from their storage and use, and shall indemnify absolutely SEEPZ and its office and employees against any claim and liability arising out of any accident or any violation and or any law, rules, orders etc.

43. Care, Maintenance and repair of works:-

- a) From the commencement until the time, the works are completed and finally accepted and handed over to the SEEPZ, the contractor shall take full responsibility for care and maintenance thereof including care of all temporary works to the satisfaction of the Engineer-in-charge and in case any damage the Deterioration loss or injury shall happen to the works or to any part thereof or to any temporary work, from storms, fire, rains, accidents or any case whatsoever other than earthquake, volcanic eruption or other convulsion of nature or act of God, War, Invasion, act of foreign enemies, hostilities (whether war be declared or



not) Civil war, rebellion, revolution, insurrection or military or insured power, shall at his own cost maintain, repair and make good the same so that till the time of final acceptance, the works shall be in good order and condition and in conformity in every respects with the requirements of the contract and the instructions of the Engineer-in-charge.

- b) If the contractor fails to comply with the requirements mentioned in Sub Clause 1 above, the Engineer-in-charge will immediately ask him to comply with the same within prescribed period. In the event of contractor failing to comply with these instructions, the Engineer-in-charge will immediately proceed to take care of the same viz. maintain or repair as required at the cost of the contractor. The clause regarding defect liability period is given separately.

44. Compliance of Laws: The contractor shall keep himself fully informed of all acts, laws of the Central & state Governments, all local byelaws, ordinances, rules & regulations & all orders & decrees of bodies/tribunals having any jurisdiction/authority which in any manner effect those engaged or employed on the work or which in way effect the conduct of the works. He shall at all time observe & comply with all such laws, ordinances, rules, regulations, orders & decrees & shall give all notices & pay out of his own money, say fees or charges to which he may be liable.

He shall protect & indemnify the SEEPZ & its officers & employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations orders, or decrees whether by himself or by his employees

45. Treasure Trove: In the event of the discovery by the contractor or his employees during the progress of the works of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall be deemed to be the absolute property of SEEPZ.





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The contractor shall take all reasonable precautions to prevent his workmen or another person's from removing such things as above & shall immediately upon discovery thereof & before removal, acquaint the Engineer-in-charge of such discovery & carry out his orders as to the disposal of the same which will be at the contractor's expense.

46. Patented Devices, Materials & Processes: Whenever the contractor desires to use any design, device, drawing information's, materials, or process covered by a patent of copyright, he shall procure the rights for such use by suitable legal agreement with the patentee or owner at his own expenses & a copy of the agreement shall be filed with the Engineer-in-charge.

The contractor shall indemnify the SEEPZ from & against all claims, proceedings, damages, costs & expenses which may be brought or made against the SEEPZ or to which they may be put by reason of the contract infringing or being held to have infringed any patent rights or copyright in relation to any design, device drawing, materials or process at any time during the prosecution or after the completion of the work & in the event of any injunction being obtained against the use of the same, the contractor shall replace the same with other materials design, drawing, device, process etc. which do not infringe any such patent right or copy right, to the infringe any such patent right or copyright, to the satisfaction of the Engineer-in-charge.

47. Trespass: The contractor shall at all times be responsible for any damages due to trespass committed by his agents & work people in carrying out the work, unless authorized by the Engineer-in-charge in writing in which case, all repair work shall be done by the contractor at his own cost to restore the original condition.

48. Indemnity: The SEEPZ shall on behalf of the contractor shall indemnify their officers, employees etc. against all actions, suits, claims & demands of any character brought in respect of any matter or thing done or omitted to be done



by the contractor in the excavation of or in connection with the works of this contract & against any loss or damage to SEEPZ his workman/labourers in consequence, for any action or suit being brought against the contractor for anything done or omitted to be done in the execution of the works of the contract or compensation to be paid by contractor to his workman/labourers in consequence of accidents causing damage or loss of life of his workman/labourers etc. All such payments made by the SEEPZ shall be recovered from the contractor from his dues outstanding, or remains to be paid or that which becomes payable.

The SEEPZ shall not be liable to the contractor for damages or losses or delays resulting, from work by third parties or by injunction or other restraining orders obtained by third parties.

49. Police Protection: If police is asked for by the contractor for special protection of his camp of work, the SEEPZ may arrange for such protection so far as possible with the authorities concerned and full cost of such protection shall be debited to the contractor and recover from his bills without any extra claim.

50. Permits, Licenses, Priorities, Certificates etc.: The contractor shall make his own arrangements at his own cost, if required.

- a. To obtain permits, licenses, quota certificates, foreign exchange etc. for any materials or items of work etc. if required by him.
- b. To obtain rail & other priorities for transport of his plant, tools equipment, stores, machinery materials, labour staff etc.
- c. To arrange with civil supply authorities for release of controlled goods if so, for his labour & staff.

The SEEPZ will not undertake to arrange for these but will not undertake to arrange for these but will render reasonable help within its competence without accepting any responsibility for delay if any.



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51. Field Book: Whichever payments is based on levels, all sets of levels such as initial, intermediate & final shall be taken & recorded by the Engineer-in-charge or his representative in the presence of Contractor or his authorized representative. Contractor shall attend the site for checking these levels & signing in token of acceptance thereof. If Contractor fails to attend the site on the day or for any reason fails to sign the documents in which these levels are recorded, they shall be final & binding on the contractor.
52. Levels shown on the drawings: Whichever payment is based on the levels, all sets of levels such as initial, intermediate & final shall be taken & recorded by the Engineer-in-charge or his representative in the presence of contractor or his authorized representative. Advance intimation of day & time when the levels would be taken will be given by SEEPZ to the contractor/ his authorized representative. Contractor shall attend the site for checking these levels & signing in token of acceptance thereof. If contractor fails to attend the site on the day or for any reason fails to sign the documents in which these levels are recorded, they shall be final & binding on the contractor.
53. Sign Boards: Necessary sign boards, danger flags & lamps during night time to mark the closure of the road shall be provided by the contractor at his cost. A chowkidar is essential to be appointed by the contractor to keep light & watch the materials lying on site, intact through the night. Contractor is responsible for the accidents if above care is not taken properly. He will have to pay compensation for the same.



## 12. Special Condition for Royalty Payment

**Clause regarding recovery of royalty charges through the bills of contractor towards Minor Minerals such as murum, excavation, sand, metal etc. work done by the contractor**

1. It shall be noted by the contractor that the amount of royalty charges towards the minor minerals (Excavation, murum, metal, sand etc.) consumed/used by the contractor for the work will be deducted from his bills and will be paid to the concerned Revenue Department by SEEPZ.
2. The contractor shall obtain above types of minor minerals from Government approved quarries or from the private land after obtaining legal permission from the concerned authorities. However, in case the contractor brings the material from unauthorized quarries or in illegal manner, he shall be fully responsible for any legal action taken by the Revenue or any Government authorities against him for such **unauthorized or illegal act, even though the royalty charges are recovered from his bills and paid to be Revenue Department. He shall also indemnify SEEPZ officers from any legal action so taken by the Government authorities for default on his part.**
3. The contractor shall give an undertaking on court fee stamp of Rs.100/- for indemnifying SEEPZ officers from any legal action taken by Government. as detailed above.



### 13. Accompaniment to the Government Resolution Public Works Department No. Cat/06/04/148 Dt:16.5.2005 Price Variation Clause

A. 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, Government of Maharashtra &/or in the Wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government 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) 30 %
- ii) Material component (K2) 65 %
- iii) Petrol, Oil & Lubricant components (K3) 5 %
- iv) Bitumen component
- v) HYSD & mild steel component
- vi) Cement component



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vii) CI & DI pipes component

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, HYSD & 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.




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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.

4) Formula for HYSD & mild steel component:

$$V5 = SO \times (SI1 - SI0)/SI0 \times T$$

Where

V5= Amount of price variation in Rupees to be allowed for HYSD/ mild steel component SO= Basic rate of HYSD/mild steel in rupees per metric ton as considered for working out value of P. SI1= Average Steel Index as per RBI Bulletin during the quarter under consideration SI0= Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender falls. T= Tonnage of steel used in the permanent works for the quarter under consideration.

**Basic rate of TMT bars = Rs. 52000/- per MT**

5) Formula for cement component:

$$V6 = CO \times (CI1 - CI0) / CI0 \times T$$

Where

V6= Amount of price escalation in Rupees to be allowed for cement component CO= Basic rate of cement in rupees per metric ton as considered for working out value of P.

CI1= Average Cement Index published in the RBI Bulletin for the quarter under consideration. CI0= Average of Cement Index published in the RBI Bulletin for



the quarter preceding the month in which the last date prescribed for receipt of tender falls.

T= Tonnage of cement used in the permanent works for the quarter under consideration.

**Basic rate of cement = Rs. 6000/- per MT**

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 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 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 L1, M1, C1, P1, B1, 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 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. 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 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 provisions 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 actual rise or fall in costs.
- (vi) Calculation for working out escalation payment on account of material, labour & POL will be restricted to 2 digits only.

Where

V5= Amount of price variation in Rupees to be allowed for HYSD/ mild steel component  
SO= Basic rate of HYSD/mild steel in rupees per metric ton as considered for working out value of P.  
SI1= Average Steel Index as per RBI Bulletin during the quarter under consideration.  
SI0= Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

T= Tonnage of steel used in the permanent works for the quarter under consideration.

6) Formula for CI/DI pipe Component:  $V7 = QD \times (D1 - D0)$

Where V7= Amount of price escalation in Rupees to be allowed for CI/DI pipe component



D0= Pig iron basic price in Rupees per ton considered for working out value of P.  
D1= Average pig iron price in Rupees per tendering the quarter under consideration  
(Published by IISCO).

QD= Tonnage of CI/DI pipes used in the works 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, 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 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 L1, M1, C1, P1, B1, S11, 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 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. 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 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 provisions 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 actual rise or fall in costs.
- (vi) Calculation for working out escalation payment on account of material, labour & POL will be restricted to 2 digits only.
- (vii) The Star rates for materials are as under:-
  - a. Cement:- Rs.6,000/- per MT
  - b. TMT/ Reinforcement Steel Bars:- Rs.52,000/- per MT
  - c. M.S. plates- Rs.51,500/- per MT.
  - d. Pig iron (For DI Pipes):- Rs.31,015/- per MT.These star rates / basic rates shall be considered for payment / recovery of escalation / de-escalation.



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## 14. Clause for 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.



**15. Indenture for Secured Advances**

FORM 50 (P.W.447)

**THIS INDENTURE** made on the \_\_\_\_\_ **BETWEEN M/S.**  
\_\_\_\_\_  
(hereinafter called the Contractor, which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) of the ONEPART; **AND SEEPZ**(hereinafter called the SEEPZ which expression shall where the context so admits or implies to deemed to include his successors in office and assigns) of the OTHER PART;

WHEREAS by an Agreement dated \_\_\_\_\_ (Agr. No. \_\_\_\_\_)  
(hereinafter called the said agreement) the Contractor has agreed.

AND WHEREAS the Contractor has applied to the SEEPZ that he be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of material and labour and other charges) AND WHEREAS the SEEPZ has agreed to advance to the Contractor the sum of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) on the aforesaid security and has reserved to himself the option of making any further advance or advances on security of aforesaid nature the quantities and other particulars of the materials on the security of which the advance or advances are made being detailed in Part-II of the running account bill for the said works signed at the time being by the contractor on

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only)

or before the execution of these presents paid to the contractor by the SEEPZ (the receipt whereof the Contractor doth hereby acknowledge) and of such further



advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the SEEPZ and declare as follows:-

1. That the said sum of Rs. \_\_\_\_\_ so advanced by the SEEPZ to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said running account bill which have been offered to and accepted by the SEEPZ as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnified the SEEPZ against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said running account bill and all other materials on the security of which any further advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said work in accordance with the directions of the Engineer-In-Charge and in terms of the said agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional officer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional officer.



5. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the SEEPZ SEZ AUTHORITY or an officer authorized by him on that behalf.
6. That the advances shall be repayable in full when or before the contractor receive payment from the SEEPZ of the price payable to him for the said works under the terms and the provisions of the said agreement provided that if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the SEEPZ will be at liberty to make a recovery from the contractor's bill for such payments be deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of description of materials at the rates at which the amounts of the advances made under these presents were calculated.
7. That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the SEEPZ shall immediately on the happening of such default be repayable by the Contractor to the SEEPZ together with interest thereon at twelve percent per annum from the date of respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the SEEPZ in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the contractor and the contractor hereby covenants and agrees with the SEEPZ to repay and pay the same respectively to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to the SEEPZ of the said sum of Rs. \_\_\_\_\_/- and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for



payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid in accordance therewith the SEEPZ may at any time thereafter adopt all or any of the following course as he may deem best:-

- a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor he is to pay same to the SEEPZ on demand.
  - b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the SEEPZ under these presents and pay over the surplus (if any) to the Contractor.
  - c) Deduct all or any part of the money owing out of the security deposits or any sum due to the contractor under the said agreement.
9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advances shall not be payable.
10. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinafter expressly provided for the same shall be referred to the Superintending Engineer (M), SEEPZ, Mumbai, whose decision shall be final and the provisions of the Indian Arbitration Act for the time being in force shall apply to any such reference.

IN WITNESS WHEREOF the said **M/s** \_\_\_\_\_  
and Shri. \_\_\_\_\_, SEEPZ SEZ AUTHORITY, by the





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order and under direction of the SEEPZ have here into set their respective hands the day and year first above written.

SIGNED, SEALED AND DELIVERED by the said

**Contractor M/s.** \_\_\_\_\_ in the presence of.....Witness Signature:

Name:

Address:

SIGNED BY Shri. \_\_\_\_\_,

SEEPZ SEZ AUTHORITY, by the order and direction of the SEEPZ in the presence of.....

Witness Signature

Name:

Address:



## 16. Value Added Tax (VAT) Act and Contract Labour, Income Tax Clause

### **Maharashtra State Commissioner of Sales Tax**

**Notification No.VAT-1505/CR-123/TAXATION-1 DT.1.4.2005**

### **Maharashtra Value Added Tax Act-2002**

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-1 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.



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### **Deduction of Income Tax**

The Income Tax including surcharges or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.



## 17. Service Tax Clause

(For other than maintenance, labour oriented and consultancy works)

1. The tendered rate shall be inclusive of all taxes, rates & cesses & shall also be inclusive of the tax liable in respect of Service Tax under the provision of Service Tax Act.
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.
3. The contractor shall submit the registration certificate/ authorized documents under the service Tax Act at the time of submission of tender.
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:-Attested copy of Service Tax Registration certificate shall be attached in Envelope No.1



## 18. Insurance of Work Clause

The contractor shall take out necessary Insurance Policy/Policies immediately after issuing work order and produce a copy of same prior to payment of first RA bill so as to provide adequate insurance cover for execution of the awarded contract work for total contract value & complete contract period including defect liability period as stipulated in the tender paper and up to the period for which the extension of time limit is granted 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.



## 19. Third Party Inspection Clause

Material such as all type of pipes (of all sizes) R.C.C. / P.S.C. / M.S. /D.I. /CI./A.C./HDPE/PVC/GRP & other, all type of valves (of all sizes), all types of membranes / epoxy resin /Polyester Resin&any other materials as per requirements which are supplied by the contractor under this contract are subject to third party inspection. The charges for third party inspection shall be 0.20% on the actual cost of materials, excluding Excise and freight of materials. The charges for such inspection shall be paid by the contractor. All the arrangements for inspection i.e. measuring tools, testing equipment and tools, labour required for handling materials during testing etc. shall be made available / arranged by the manufacturer /Vendor / contractor in their premises at their own costs. If any particular testing facility is not available at the premises / location of Factory, then the test shall be arranged by the factory owner / Vendor at his own cost at other locations / test laboratory. All expenses in this regard shall also have to be borne by the manufacturer /vendor /contractor only.

If the material inspected fails during test on no fault of the inspecting agency, fees are payable to the inspecting agency for the said inspection and for any further re-inspection of the same material.

Third party inspection shall be done from one of the following agencies. The name of the agency for third party inspections shall be informed by Engineer-in-charge.

1. M/s. Geo-Chem. Laboratories Pvt. Ltd.
2. M/s. Dr. Amin Controllers Pvt. Ltd.
3. M/s. Quality Services and Solutions (QSS),
4. M/s. SGS India Pvt. Ltd.
5. M/s. Wapcos Ltd.
6. M/s. RITES Ltd.

If it is subsequently observed that there are defects in the quality of material, the contractor shall replace the material without any extra cost.

In addition to third party inspection, the Engineer-in-charge or his representative may conduct inspection intermittently.



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## 20. Third Party Inspection Clause

The third party inspection report merely in the certificate form stating that pipes/valves/specials or any other material inspected are found satisfactory will not be accepted, but it should be in the form of detailed report stating the parameters checked & observations made with comments of the Inspecting Officer in accordance with the respective specifications/detailed item wise specifications / as per Tender notice.



## 21. Quality Audit Clause

The contractor shall note that, following exercise of Quality Audit of the work shall be carried out by the nominated authority from SEEPZ.

1. The quality audit of the work shall be exercised by authority nominated by SEEPZ at a stage when 80% of the work is completed or at stage as decided by SEEPZ.
2. The contractor should remain present (alongwith all test reports& necessary documents for the works) at site when quality audit of the work is being exercised.
3. Final Bill will be released for payment only after compliance of the points/remarks raised by the quality auditor with proper reasoning to the competent authority & only after receipt of clearance of nominated authority.
4. The contractor has to make all necessary rectifications, alterations to the work executed, as suggested by the quality auditor without any extra cost. If the contractor fails to do so, or does not intend to do so, then the probable amount required for the rectification shall be withheld from the bills & other dues payable to the contractor. The contractor shall be liable to pay suitable compensation as decided by the SEEPZ SEZ AUTHORITY.





## 22. Standard Cement Consumption Statement

Item of Work	Rate of Cement Consumption in bags	Remarks	
		Lower Limit	Upper Limit
<b>A] Cement Concrete (Nominal Mix)</b>			
1:5:10 (M-5)	2.60/m <sup>3</sup>	2.35	2.85
1:4:8 (M-7.5)	3.10/m <sup>3</sup>	2.80	3.40
1:3:6 (M-10)	4.10/m <sup>3</sup>	3.80	4.40
1:2:4 (M-15)	6.20/m <sup>3</sup>	5.90	6.50
1:1.5:3(M-20)	8.20/m <sup>3</sup>	7.90	8.50
1: 1: 2 (M-25)	8.70/m <sup>3</sup>	8.40	9.00
<b>B] Cement Concrete (Design Mix)</b>	Minimum cement consumption for Design Mix	The greater value of either the minimum cement contents specified or cement consumption as per design mix will prevail during execution of work.	
M-15	5.80/m <sup>3</sup>		
M-20	6.60/m <sup>3</sup>		
M-25	6.60/m <sup>3</sup>		
M-30	7.00/m <sup>3</sup>		
M-35	7.50m <sup>3</sup>		
M-40	8.00/m <sup>3</sup>		
<b>C] Brick Masonry II Class with 30% mortar</b>			
CM - 1:8	1.05/m <sup>3</sup>		
CM - 1:6	1.40/m <sup>3</sup>		
CM - 1:5	1.70/m <sup>3</sup>		



CM - 1:4	2.10/m3		
<b>D] 115 mm thick Brick Masonry II Class</b>	0.28/m2		
CM - 1:3			
<b>E] Brick Masonry I Class without pointing with 25% mortar</b>			
CM - 1:6	1.15/m3		
CM - 1:5	1.40/m3		
CM - 1:4	1.70/m3		
<b>F] UCR Masonry without pointing with 35% mortar</b>			
CM - 1:6	1.70/m3		
CM - 1:5	2.00/m3		
CM - 1:4	2.50/m3		
<b>G] UCR Masonry without pointing with 45% to 50% mortar</b>			
CM - 1:6	2.15/m3		
CM - 1:5	2.60/m3		
CM - 1:4	3.10/m3		
<b>H] Laterite Stone Masonry with 18% mortar</b>			
CM - 1:6	0.85/m3		
CM - 1:5	1.00/m3		
CM - 1:4	1.30/m3		
<b>I] Cement Plaster with Cement mortar 1:3 (neeru finish)</b>			
6 mm	0.07/m2		
12 mm	0.13/m2		



20 mm	0.20/m2		
25 mm	0.23/m2		
40 mm	0.40/m2		
<b>J] Cement Plaster with Cement mortar 1:4 (without neeru finish)</b>			
6 mm	0.06/m2		
12 mm	0.11/m2		
20 mm	0.17/m2		
25 mm	0.22/m2		
40 mm	0.34/m2		
<b>K] Coursed Rubble masonry with pointing 30% mortar</b>			
1:6 CM	1.70/m3		
1:5 CM	2.00/m3		
1:4 CM	2.50/ m3		
<b>L] Sand Faced plaster CM 1:3</b>			
12 MM	0.20/m2		
20 MM	0.23/m2		
25 MM	0.25/m2		
<b>M] Cement plaster without neeru finish CM 1:3</b>			
6 MM	0.07/m2		
12 MM	0.13/m2		
20 MM	0.20/m2		
25 MM	0.25/m2		
<b>N] Cement plaster with neeru finish CM 1:4</b>			
6 MM	0.06/m2		
12 MM	0.10/m2		
20 MM	0.17/m2		



25 MM	0.22/m2		
<b>O] Decorative texture plaster CM 1:4</b>	0.15/m2		
<b>P] Neat Cement Finish over green surface 1.5 mm</b>	Thick 0.04/m2		
<b>Q] Wet on wet finish CM 1:3 12 MM</b>	1.05/m2		
<b>R] Pointing with Cement Mortar 1:3</b>			
Brick Masonry	0.03/m2		
Stone Masonry	0.05/m2		
<b>S] Paving and Flooring</b>			
Shahabad / Tandur / Kotta / Kaddapa Checkered tiles / plain cement tiles / marble / mosaic / granite CM 1:4 bed and with pointing 1:3	0.19/m2		
Skirting & Daddo	0.30/m2		
Shahabad / Tandur / Kadappa CM 1:6	0.14/m2		
White / coloured glazed tiles	0.28/m2		
Granite stone facing plaster CM 1:3	0.20/m2		
Ceramic tiles	0.22/m2		
IPS flooring 40 mm	0.30/m2		
<b>T] Colgrout Masonry with 45 % mortar</b>			
Cement 1:3 sand mortar	3.54/m3		



<b>U] Guniting CM 1:3</b>			
25 MM	0.28/m2		
40 MM	0.45/m2		
50 MM	0.55/m2		
<b>V] Water proofing</b>			
Box type water proofing	0.80/m2		
Water proofing by injection grouting	1.00/m2		
Water proofing on terrace slab	0.50/m2		



### **23. Cement Variation Clause**

The rates in Schedule are based on the above stated rates of cement consumption. The permissible variation in the cement consumption shall be as given under Item No.1 above. For rest of the item permissible variation shall be + 5% of figures give above. If the actual consumption on any work is below these limits, reduced rates shall be paid (considering double the prevailing market rate) for any item of work on which less cement has been used below limit of -5%. If consumption goes beyond the limit of +5% the same shall not be paid.

It may be noted that when specifically ordered out to adopt richer mix than specified in the tender, the excess cement so consumed above the specified mix in the tender, the same will be paid at prevailing market rate. However, for cement saved due to adoption of poorer mix when so specifically directed by the department, a reduced rate will be paid (as per prevailing market rate).

For excess/less cement use on work as per cement variation clause the standard consumption for cement shall be as per table given above.



## 24. Maintenance Guarantee Clause during Defect Liability Period

2. **Defect liability period for this work is 36 months. But guarantee period is 120 months.** The contractor will have to guarantee the work executed under the agreement for a period of 120 Months from the date of completion of the work. During this period of 120 Months, the contractor will have to make good all damages caused to the works done by him under this agreement, to the full satisfaction of Engineer-in-charge, without charging any extra cost. The repairs to defects due to bad workmanship shall be done. Contractor has to give undertaking on Rs. 100 /- stamp paper to repair the defects if observed during guarantee period of 120 months.
3. The contractor will have to maintain the work done by him under this agreement in good condition during the defect liability period. The list of defects to be observed and rectified is attached separately in the tender document.
4. The contractor will have to carry out the repairs within 8 days from the date of intimation by SEEPZ about the damages.
5. If during the guarantee period, the company/contractor's firm gets dissolved or some new partners are introduced, then the responsibility to maintain the work done under this agreement during the defect liability period will have to be borne by the new Company/Contractor's firm.
6. For enforcing this defect liability period of 36 months and guarantee period of 120 months, 8.00 % Security Deposit of accepted tender cost or tendered cost whichever is higher, shall be recovered from the contractor as under:
  - a) 3.00 % initial security deposit in the form of DD/BG at the time of issue of work order.
  - b) 5.00 % to be recovered through RA bills.Out of this 8.00 %, the initial security deposit of 3.00 % in the form of BG/DD will be released along with the final bill after one monsoon after completion of work. Remaining 5.00 % recovered through RA Bills shall be released as follows.



- 
- i) After completion of defect liability period of 36 Months from the date of completion of work : 3 % will be released.
  - ii) Balance 2 % will be released after completion of Guarantee period of 120 months from the date of completion of work or against Bank Guarantee for 2 % SD up to completion of Guarantee period of 120 months from the date of completion of work.

Before releasing such security deposit after 36 Months of after the defect liability period and 120 months of guarantee period, the SEEPZ SEZ AUTHORITY along with their representative of the contractor shall inspect the work & if the work is found to be satisfactory then only proportionate security deposit shall be released.

7. Considering the guarantee offered by the contractor, the contractor is requested to thoroughly inspect & study the site conditions before quoting for this work. No extra claim on this account will be entertained later.
8. If certain works are neglected by the contractor, the same shall be carried out by the department at the risk & cost of the contractor. The cost of the same shall be recovered from the amount balance with SEEPZ.
9. Before starting the work, the contractor will have to give in writing, guarantee on stamp paper of Rs.100/- for free maintenance of work done by him for the period of 120 Months from the date of completion of work.
10. This Maintenance Guarantee Clause supersedes all clauses regarding security deposit mentioned elsewhere in this tender.





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## 25. Observation and Rectification of Defects

List of Defects required to be observed and rectified by the Contractor during the Guarantee period:

- iii) Water proof Treatment :
  - a) Plaster / Membrane / Resin / peeled off / faded
  - b) Cracks observed in brickbat coba / membrane / resin
- iv) Leakages through slab / joints of water proof treatment.
- v) Leakages through joints of parapet wall and slab
- vi) Gaps between slab and treatment layer. Air bubbles / voids in water proofing layer.
- vii) Water tightness / Hydraulic test not as per norms.

**Note:**

1. Any other defect over and above those mentioned above or any defect as and when pointed out by the Engineer-in-charge will have to be attended satisfactorily by the contractor at his own cost during the guarantee period.
2. Out of the above mentioned defects, the defects relevant to the work executed under this contract shall only be observed.



## 26. Declaration for Non-Employment of Ex-SEEPZ SEZ Employee

### 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



## **27. Additional Clause for Works costing more than Rs.50 Lakhs**

Contractor should construct a site office of area specified elsewhere in the tender at the work site for use of SEEPZ Engineers & other staff with 1 table, 6 chairs, 1 steel cupboard, 1 fan etc. without any claim for reimbursement.

The possession of the office would be with Engineer-in-charge. After the completion of work, contractor would be requested to dismantle the site office constructed for the temporary use & take back all the materials in the office such as tables, chairs, cupboard, fans etc. If in case no such office is constructed by the contractor within a period of one month from the date of work order, an amount of Rs.2 Lakhs shall be deducted from 1st RA Bill, which shall be kept in deposit till the office is constructed.



## 28. Certificate from Contractor

### CERTIFICATE

I/We hereby certify that the rates have been quoted by me/us after:

- a) I/We have fully acquainted myself/ ourselves with site conditions &
- b) I/We have fully read, understood & accepted all terms, conditions, specifications & requirements mentioned in these tender documents.

Stamped & dated

Signature of the Contractor



## 29. Schedule B

### Schedule B

Providing and laying water proof treatment on terrace slab of SDF 1 to 6 and GJ 1 to 3 buildings excluding buildings for which water proof treatment is done recently in SEEPZ SEZ Premises at Andheri (E) Mumbai.

Name of Work : Providing and laying water proof treatment on terrace slab of SDF and GJ Buildings in SEEPZ SEZ Premises at Andheri (E) Mumbai

#### BILL OF QUANTITIES ( SCHEDULE B)

Sr. No.	Item No.	Description of Item	Unit	Qty.	Rate (Rs.)	Rate in Words (Rs.)	Amount in Rs.
A		Providing and laying water proof treatment on terrace slab of SDF and GJ Buildings excluding buildings for which water proof treatment is done recently, with Epoxy Resin System primer coat / bonding coat, sprinkle lightly quartz sand to form rough surface, providing and applying Polyester Resin to the substrate and fleece rolling with a perion roller to remove air bubbles etc. complete with 10 years guarantee on court fee stamp including giving satisfactory water tightness test for 2 weeks including cost of all materials, labour, water, ponding etc.complete.					
		<b>ITEM INCLUDES FOLLOWING SUB ITEMS</b>					



	<b>a.1</b>	Cleaning and preparing the surface of old RCC work, old plastered work, old water proof treatment by removing loose cover by saner / grinder for application of PRBM treatment including tools, tackles etc. complete.	Sqm.	24500			
	<b>a.2</b>	Providing and applying Epoxy resin System primer coat / bonding coat until the pores are closed and sprinkle immediately lightly quartz sand to form rough surface including cost of material, labour, tools & plants etc. complete.	Sqm.	49000			
	<b>a.3</b>	Providing and applying Polyester Resin to the substrate and fleece rolling with a perion roller to remove air bubbles and applying second coat of Polyester Resin etc. complete	Sqm.	49000			
	<b>a.4</b>	Giving satisfactory water tightness test for 2 weeks including cost of all materials, labour, water, ponding etc. complete.	Sqm.	49000			
		<b>Total</b>	<b>Sqm.</b>	<b>49000</b>			

### 30. Annexure A - Joint Venture for works costing more than Rs.300 Lakhs

1. If the application is made by Joint Venture Consortia of two or more contractors of any class may combine and tender for a work costing to the amount up to which each individual contractor of the higher of the two limits, if they are of different categories, are empowered to tender as per the original registration provided that:
  - (i) The application shall be signed by all JV Partners so as to be legally binding on all JV Partners.
  - (ii) The combination is of the contractors as a whole and not individual partners.
  - (iii) The main contractor shall furnish the notarized joint venture MOU along with other joint venture partner on Rs.100 stamp paper along with PQ form in envelope No.1 only without which they shall not be qualified.
2. The notarized JV MOU / Agreement should give details as under
  - a) Particulars of the Firm.
  - b) Profit sharing ratio.
  - c) Principal place of business.
  - d) Details of the Lead Member of the Joint Venture Consortia.
  - e) Details of the Bank Account Operations.
  - f) Details of the authorized representative of all the Joint Venture Consortia members etc.
  - g) The JV constituting agreement shall be irrevocable till the completion of work.
  - h) The JV constituting agreement should cover clauses pertaining to liabilities arising out of the work, if any and liquidation thereof.
  - i) Whereas the share of the lead member should not be less than 51% and the share of all the Joint Venture Firm shall be 100%
  - j) One of the Partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of the Partners.

- k) The Partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all Partners of the Joint Venture Consortia and entire execution of the contract including payment shall be done exclusively with the partner in-charge.
  - l) All Partners of the Joint Venture Consortia shall be liable jointly and separately for execution of the contract in accordance with contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (j) above.
3. The notarized JV MOU so submitted along with the Tender shall be considered as a Legal Document for establishing the Joint Venture Consortia.
  4. The information pertaining to class of Registration, Work experience and / or Plant & Machinery of JV partner in the respective forms duly signed by the Partner shall be submitted with the tender in envelope No.1.
  5. The financial norms shall have to be satisfied by the lead partner of joint venture firm in respect of bid capacity, as per Form 'F'
  6. In case of Joint Venture consortia the sponsoring firm has to submit complete information and identify the lead firm. It would be necessary for the Joint Venture Consortia to establish to the satisfaction of the SEEPZ that the venture has made practical, workable and legally enforceable agreements amongst the parties, that responsibilities etc., assigned are capable in their individual capacity to discharge them competently and satisfactorily and also that, the lead firm has necessary skill and capacity to lead and responsibility and involvement for the entire period of execution as well as a leading role in control and direction on the resources of the entire Joint Venture Consortia.
  7. The % share of other partners (other than lead partner) should not be more than his limit of eligibility to quote for works divided by the estimated cost of work put to tender i.e. when such a percentage is applied to the cost of the work, his share of cost should not exceed his own eligibility limit of tendering for works.
  8. Machineries owned by each partner & hired can be clubbed together



9. When contractors submit the PQ forms in individual capacity satisfying the required norms and the same contractor submits the P.Q. form as a joint venture partner, the P.Q. form in individual capacity shall only be considered. P.Q. form and tender submitted in J.V. capacity shall be rejected outright.
10. All joint venture partners shall be fully responsible for the satisfactory completion of work.

### **30.1 Clause, Condition and MOU for Joint Venture for works costing more than Rs.300Lakhs**

#### **FORM GENERAL 1.4**

Joint venture or Association of two or more contractors will be allowed. The Joint Venture shall be allowed for Plant and machinery and / or work experience. The lead partner of JV should have contractor registration in appropriate class as mentioned in NIT. Other partner / partners of JV shall also have registration; however, their share shall be limited up to the class of registration.

It should be noted that an agency shall be allowed to quote individually as well as in associations / JV. The post qualification of the agency will be decided as per norms mentioned in PQ form. The main contractor shall furnish the notarized joint venture MOU along with other joint venture partner on Rs. 100 stamp paper along with PQ form in envelope No.1 only. Each joint venture partner is requested to give an undertaking on stamp paper of Rs. 100/- stating that he will make him as a joint venture along with main contractor only for this work and further he cannot make a joint venture partnership with other contractor / firm for this work. It is obligatory that the main contractor in the joint venture gets post-qualified individually for financial criteria as per the norms of SEEPZ.

### 31. Annexure B - Memorandum of Understanding for Joint Venture

#### MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE AGREEMENT FOR

“ \_\_\_\_\_ ”  
**DEED OF PARTNERSHIP (JOINT VENTURE OF \_\_\_\_\_ AND \_\_\_\_\_)**

This Memorandum of Understanding for Joint Venture Agreement made and entered into at on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between:

1) .....

**AND**

2) .....

#### **DEFINATIONS:-**

In this deed, the following words and expression shall have meanings set out below:

“**The Joint Venture**” (“**JV**” for short) shall mean “ \_\_\_\_\_ (JV)” and “ \_\_\_\_\_ ” Joint Venture collectively acting in collaborations for the purpose of this agreement.

“**Apex Co-ordination Body (ACB)** shall mean the body comprising Director of the Parties to the Joint Venture”

“**The Owner**” shall mean  
.....  
.....

“**The Works**” shall mean the .....  
.....

“**The Contract**” shall mean the contract entered into or to be entered into between the “Joint Venture” and

“The Owner” for the works.

**JOINT VENTURE (JV)**

(Whereas the Parties hereto declare that, they agree and undertake to form a Joint Venture for the purpose of Execution of the works, as an integrated Joint Venture. The JV shall be called as “ **JOINTVENTURE** ” for short) Provided that the Parties are not under this agreement entering into any permanent Partnership or Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to construe the Parties or Partners to constitute either Party the agent of the other.

**WITNESSES**

WHEREAS the SEEPZ SEZ AUTHORITY, herein after referred as the SEEPZ SEZ AUTHORITY, have invited tenders for the work of

“.....” hereinafter

referred as “The Works” Whereas PARTY NO. I and PARTY NO. II wish to execute the Contract, if awarded as per the terms of this indenture. Now, therefore this Deed of Partnership witnesses as follows:-

- 1) That, these recitals are and shall be deemed to have been part and parcel of the present MOU for JV.
- 2) That, this MOU shall come into force from the date of this MOU i.e. the day of \_\_\_\_\_ the year \_\_\_\_\_
- 3) That, the operation of this MOU for JV firm concerns and is confined to “the works” only.
- 4) That, the name of the Joint Venture firm shall be “\_\_\_\_\_” )
- 5) That, PARTY NO. I and PARTY NO. II shall jointly execute the works according to all terms and conditions as stated in the relevant instructions contained in the Bid Documents / Contract as an and conditions as stated in the relevant instructions contained in the Bid Documents / Contract as an integrated JV styled as “\_\_\_\_\_” )

That, this MOU for JV shall regulate the relations between the parties and shall include without being limited to them the following conditions.

- a) M/s. \_\_\_\_\_ shall be the lead Company In-charge of the Joint Venture for all intents and purpose.
- b) The parties hereto shall jointly and severally liable to SEEPZ for all acts, deeds and things pertaining to the Contract. The Contract for the works shall be signed by Shri. \_\_\_\_\_ as a General Power of Attorney Holder.
- c) That the Director of one of the parties of the JV, \_\_\_\_\_ shall be the lead Partner of the JV firm and shall have the Power to Control and Manage the Affairs of the JV.
- d) That, on behalf of the Joint Venture Lead Partner, \_\_\_\_\_ have the Authority to incur liabilities, receive instructions and payments, sign and execute the Contract for and on behalf of the Joint Venture. All payments made under the contract shall be made into the Joint Venture's bank account.
- e) One or two Bank accounts shall be opened in the name of JV to be operated by the Joint Signatory by representative of both the Partner of Joint Venture.
- f) That each of the parties to the JV agrees and undertake to place at the disposal of the JV benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility including the provision of information, advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be as follows :-

Name of Contractor Share of Percentage

1)

2)

Total 100%

And all rights, interests, liabilities, obligations, works experience and risks (and all net profit or net losses) arising out of the contract shall be shared or borne by the Parties in proportion to these share. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in working capital and other financial

- requirements, all in accordance with the decisions of the Apex Coordinating body.
- g) Any loan/advances shall be shared by the PARTY NO. I and PARTY NO. II in the ratio of \_\_\_\_\_ respectively.
  - h) All funds, finance or working capital required for carrying out and executing, the works or contract shall be procured and utilized by the parties as mutually agreed by them and they shall be liable and responsible for the same. Initial Capital of the JV firm shall be Rs. \_\_\_\_\_.
  - i) The execution of the work on the site will be managed by a Project Manager. The Project Manager shall be authorized to represent the JV on site in respect of matters arising out or under the contract.
  - j) The PARTY NO. I and PARTY NO. II shall be jointly and severally liable towards the owner for the execution of the contract commitment in accordance with contract conditions.
  - k) The JV shall be registered with the Registrar of Firms / Company, Maharashtra State. Prior written approval of SEEPZ shall be obtained before any changes are proposed to be made in this Joint Venture Agreement, once it is registered with the Registrar of firms / Company, Maharashtra State.
  - l) This Joint Venture Agreement shall not be dissolved till the completion of the defect liability period as stipulated in the Tender Document conditions of the works and till all the liabilities thereof are liquidated.
  - m) That, questions relating to validity and interpretation of this deed shall be governed by the laws of India. Any disputes in interpretation of any conditions mentioned herein shall be referred to Arbitrator by mutual consent of the parties to the JV and such proceedings shall be governed by the Indian Arbitration and Conciliation act, 1996. The award of the Arbitrator shall be final and binding on the parties, hereto, neither the obligations of each party hereto to perform the contract nor the execution of works shall stop during the course of these arbitration proceedings or as a result thereof.

- n) That, no party to the JV has the right to assign any benefit, obligation or liability under the agreement to any third party without obtaining the written consent of the other partner and SEEPZ.
- o) Bank account (s) in the name of the Joint Venture firm may be opened with any Nationalized /Scheduled Bank / Banks approved by GoM and the representatives of both partners are authorized to operate upon such accounts jointly.
- p) That, the parties to the JV shall be responsible to maintain or cause to maintain proper Books of Accounts in respect of the business of the JV firm and the same shall be closed at the end of the every financial year.
- q) That the financial year of the firm shall be the year ended on the 31<sup>st</sup> day of March every year.
- r) That upon closure of the books of account, balance sheet and profit and loss account, as to the state of affairs of the firm, as at the end of the financial year and as to the profit or loss made, or incurred by the firm for the year ended on that date respectively, shall be prepared and the same shall be subject to audit by a Chartered Accountant.

**Legal Jurisdiction**

All matters pertaining to or emanating from this JV agreement involving the owner shall be subject to jurisdiction or High Court of Judicature, at .....

**Notice and Correspondence**

All correspondence and notices to the JV shall be sent to the following address:

IN WITNESS WHERE TO the parties have caused their duly authorized representative to sign below:

Signed for and on behalf of signed for and on behalf of

Witness

- 1.
- 2.

## 32. Scope of Work

**Name of Work: -Providing and laying water proof treatment on terrace slab of SDF 1 to 6 and GJ 1 to 3 buildings excluding buildings for which water proof treatment is done recently in SEEPZ SEZ Premises at Andheri (E) Mumbai.**

This area has been marked on the key plan.

SEEPZ is located in about 125 acres (about 50 hectars) land in Andheri (E) Mumbai. 6 numbers of Standard Design Factory (SDF) buildings and 3 numbers of “Gems & Jewellery” buildings are constructed before 30 to 40 years. There are complaints about leakages through roof slab of buildings. Structural audit was carried out and IIT Powai has suggested to apply waterproof treatment to these buildings. Hence water proof treatment is proposed for affected buildings on priority.

Tenders are being invited for water proof treatment of roof slab of various buildings.

- 1) Treatment using advanced technology using “Epoxy Resin System primer and Polyester Resin.

The Scope of work broadly covers the following activities, but not limited to:

**1) Water proof treatment using “Epoxy resin system primer and Polyester resin” system.**

- a) Cleaning and preparing the surface of old RCC work, old plastered work by removing loose cover of old water proof treatment etc..
- b) Providing and applying Epoxy resin System primer coat / bonding coat until the pores are closed and sprinkle immediately lightly quartz sand to form rough surface.
- c) Providing and applying Polyester Resin to the substrate and fleece rolling with a perion roller to remove air bubbles and immediately applying Polyester Resin second coat on fleece etc. complete.
- d) Giving satisfactory water tightness test for 15 days.

**The entire work is to be completed in a period of 9 moths including monsoon.**

### **33. Post-Qualification Form for Joint Venture for works costing Above Rs.300 Lakhs**

#### **FORM GENERAL 1.1**

#### **Directions to the Tenderers for filling post-qualification form**

**Name of work: Providing and laying water proof treatment on terrace slab of SDF 1 to 6 and GJ 1 to 3 buildings excluding buildings for which water proof treatment is done recently in SEEPZ SEZ Premises at Andheri (E) Mumbai.**

1. A separate proforma should be submitted of works executed / works completed in various departments where the work has been carried out. Attested copy of the certificate should be submitted duly certified by the gazetted officer.
2. Please fill up properly all the required information and submit copies of required documents as mentioned in this post qualification documents.
3. Supplementary pages may be attached, if required, (strictly in the format given in serially).
4. The cost incurred by the applicant in making this document or quoting the offer or providing clarifications and attending discussions or site visits will not be reimbursed by SEEPZ.
5. PQ form shall be filled properly and copies of requisite documents as mentioned in the tender documents shall be attached.
6. Photocopies duly attested of the following certificates will have to be attached at and original shall be produced in the office of the SEEPZ SEZ AUTHORITY, SEEPZ for verification on the day of opening of the tender as mentioned elsewhere.
  - a. Valid registration certificate in appropriate class.
  - b. Professional Tax Registration Certificate in 'E' category for tenders without PQ and both i.e. 'E' & 'R' category for tenders where PQ is applicable.
  - c. Registration Certification with Sales Tax Department of Government of Maharashtra.



- d. PAN No. (In case of JV it shall be of lead partner)
  - e. Experience certificate of work executed.
7. The information furnished must be sufficient to show that the applicant is capable in all respects for successful completion of the envisaged work.
  8. The conditional submission will not be treated as valid and shall be rejected outright without assigning reasonsthereof.
  9. The incomplete or improperly filled PQ form will be rejected out-rightly.
  10. If the tenderer desires to form a Joint Venture, he will have to fulfill the terms and conditions mentioned in then closed proforma and attach the required documents along with duly filled proforma with this PQ documents.
  11. If it is found that, the information uploaded/ attached with the Post – Qualification documents is misleading /false or if it is found that, certain information is hidden, then the contractor will be disqualified during any stage oftender process and even after opening of tender.
  12. Bidders shall attach only relevant documents along with PQ.
  13. Right to reject any or all pre-qualification applications of tenders without assigning any reason thereof isreserved by competent authority.

**FORM GENERAL 1.2**

Conditions for Post-Qualification (For work experience)

To qualify for award of the contract, the tenderer in his name should have experience in last 5 financial years asunder:

1. Satisfactorily completed (from start to finish) as a prime contractor of at least one single similar work of water proof treatment to roof slabs of 10000 Sqm area and or value not less than Rs. 863 /- Lakhs

The information given above and in the enclosed forms, Annexure is true to the best of my knowledge & belief. I am / We are aware that, I / We will be disqualified at any stage of the qualification or work will be withdrawn at any stage of execution, if any of the above information is found to be incorrect. In case of such eventuality, I / We will have no claim on the Dept.

Date :

Signature of Contractor(with seal)

**Form A**

**List of machinery available with the tendered which will be used for this work**

Name of tenderer:

Sr. No	Name of equipment	No. of units	Kind and make	Age and condition	Present location	Remarks

Signature of contractor

Note: 1) In case of hired plant and machinery, notarized agreement shall be furnished along with documents of Ownership in the name of person from whom machinery is hired.

**Form B**

**List of technical personnel that will be made available for this work.**

Name of tenderer:

Sr. No	Name and Designation	Qualification	Whether working on field or in office	Experience of execution of similar works	Period from which the person is working with the tenderer	Remarks

Signature of contractor

**Form – C-1**

**Details of Works/ Similar Projects Completed by Tenderer**

(Please fill in information about the relevant projects completed in last 5 financial years)

Name of Tenderer:

Sr. No	Name of work	Cost of work	Date of starting	Stipulated date of period of completion	Actual date of completion	Remarks

1) State only those works whose individual project cost is more than 50% of tender project cost/ or as per the technical norms mentioned under the eligibility criteria.

2) The statement should be supported by attested copies of certificates issued by Heads of offices not below the rank of Executive Engineer

Signature of contractor

**Form – C-2**

**Statement showing the quantities of specific items executed by the tenderer in any one year of the last 5 financial years.**

Name of Tenderer:

Sr. No	Item	Minimum quantity required to be executed in one year	Quantity executed by the tenderer in Financial year	Year	Year	Year	Year	Remark

In support of the details entered in this statement, the tenderer shall attach the attested copies of the quantity executed certificates signed by the authority not below the rank of Executive Engineer.

Signature of the Contractor

**Form – D**

**Details of Projects in Progress and Tendered For**

(Please fill in information about all the on-going similar projects only and projects tendered for.)

Name of Tenderer:

Sr. No.	Name of work	Place & Country	Work in hand & Remaining cost of work	Anticipated date of completion	Stipulated date of period of completion	Remark

Signature of contractor

**Form – E****Certificate from Concerned Department in Respect of Works Completed during Last Five Financial years**

(In support of works mentioned in Form C-1 &amp; C-2)

1	Name of Contractor	
2	Name of work	
3	Estimated Cost put to tender	
4	Tendered Cost	
5	Major quantities / disciplines of the work executed by the tenderer.	
	1)	
	2)	
	3)	
6	Period stipulated in tender for completion of work	
7	Date of Work Order	
8	Stipulated Date of start of work	
9	Stipulated Date of completion	
10	Actual Date of Completion	
11	If time over-run, the reasons for the same	
12	Final cost of work completed	
13 (a)	Has the tenderer started the work promptly after issue of work order	Yes / No
13 (b)	Has the tenderer maintained progress of work as per agreement	Yes / No
13(c)	Quality of work	Excellent / Good / Satisfactory



13(d)	Compensation / Penalty levied if any with reasons	
14	Any other fact about the overall performance of the contractor, the authority may like to mention.	

Certified that the information given is based on the facts and figures recorded in this office through various documents and is true to the best of my knowledge and belief.

Signature of Officer issuing the certificate  
(not below the rank of EE)

Outward No. of Issuing Authority \_\_\_\_\_

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

**Form – F****Financial Statement**

1	Name of Applicant (in case of joint ventures /consortium, the names of the constituent firms).	
2	Turnover in terms of value of works executed during each year (as reflected in the Profit & Loss Account) Year- ---- ---- ---- ----	
3	Approximate value of works in hand	
4	Bid Capacity i.e. $(A \times N \times 2) - B$ Where	
	A = Maximum of the updated values of works executed in one of the preceding 5 years. The updating of the value of work should be done at 10% per annum(compounded) by multiplying the values with applicable factor i.e. 1.1, 1.21 or 1.331 as the case may be.	
	B = Value of existing commitment of works (on-going or to be completed in the period stipulated for completion of the work in the present tender).	
	N = Number of years prescribed for completion of the project for this work.	

Certified that the information given is based on the facts and figures recorded in this office through various documents and is true to the best of my knowledge and belief.

Signature of the Chartered Accountant

Signature of Contractor

### 34. Special Contract Condition

(Regarding Extension, Escalation, Execution of Work and Form-"F")

1. Contractor shall visit the site and get acquainted with site situation along the alignment and all local problems along the alignment, availability of labours, materials etc. before quoting the tender.
2. The payment against supply will be released initially to the extent of maximum 50% quantity underschedule-B brought to the site duly inspected and approved by third party inspectors. The payment for balance quantity supplied at site will be released equivalent to the quantity laid /fixed in position. Contractor shall procure the material at site as per this schedule.
3. The extension of time limit shall not be granted on following reasons:
  - a. Non availability of materials required for the work (for e.g. Pipes and specials, sand, etc.)
  - b. Non availability of labours and machineries.
  - c. Royalty issues or other issues related to respective departments.
  - d. Local problems/ obstructions in the alignment etc.
4. The Star rates for materials are as under:-
  - a. Cement:- Rs.6000/- per MT
  - b. TMT/ Reinforcement Steel Bars:- Rs.52,000/- per MT
  - c. M.S. plates- Rs.51,500/- per MT.
  - d. Pig iron (For DI Pipes):- Rs.31,015/- per MT.

These star rates / basic rates shall be considered for payment / recovery of escalation / de-escalation.
5. The entire work is under B-2 tender form.
6. Form-F mentioned in Pre-qualification form should be certified by Registered Chartered Accountant (with seal and signed) and submitted in Envelope No.1 and original form-F should be submitted at that time of tender opening.

These special contract conditions are obligatory and shall supersede all the related tender conditions.

### 35. General Specification and Additional Contract Condition

1. The contractor shall provide adequate experienced persons / services as specified category at different location for the works of maintenance in the direction of Engineer in charge.
2. Orders issued by department from time to time shall be binding on the contractor.
3. It will be the contractor's responsibility to investigate specifications thoroughly so as to arrive at the rates quoted in the tender.
4. It shall be the responsibility of the contractor to see that the services are made available immediately in case of requirement. If such services are not made available within given time the work shall be got executed by the department at the risk and cost of the agency.
5. If the labour does not attend the work the deduction shall be as per prevailing labour rates or as per the circular of SEEPZ.
6. Materials:
  - 6.1 SEEPZ will not supply the materials. But if available material is supplied, shall be used for work in question only. The contractor shall maintain regular account of the receipts, the use of such materials to the satisfaction of the Engineer-in-charge and submit monthly statement thereof. He shall keep the account of such materials in suitable books, which would be available for inspection to the Engineer-in-charge, whenever demanded.

The contractor will be responsible for proper handling and safe custody of all materials delivered to him by the department.
  - 6.2 He shall make proper and economic use of all materials supplied by the department whether free of cost or on payment for utilization in the execution of the contract.
  - 6.3 All the surplus materials from those supplied by the Department to the contractor free of charge will be returned to the Department and delivered at places as directed and if any shortages are noticed in the materials or found in damaged or unserviceable condition, the cost thereof as fixed by the

Engineer-in-Charge will be recovered from the Contractor. All the surplus materials from those supplied by Department on payment shall neither be disposed off nor removed by the contractor without obtaining written permission of the Department to that effect as the Department shall have the option to take over such surplus materials at the issue rates.

6.4 The contractor shall give at the time of taking delivery, receipts for all materials, pipes and specials etc. issued to him when those are issued free of cost to safe guard specially against wrong debit being raised by the contractor.

7. Works:

7.1 The contractor shall not claim for compensation on account of reasonable variation in the depth of foundation or trenches.

8. General:

8.1 The contractor shall make his own arrangement for water supply to the laborers for drinking purpose.

**List of Amended Documents**

Sr. No	Document Name
1	SERVICE TAX CLAUSE (For other than maintenance, labour oriented and consultancy works)

## 35.1 Technical Item Specifications

Following specifications are in amplification or in addition to the specifications for the respective item given in P.W.D. Hand Book Volume I and II (Latest Edition), Red Book of Government of Maharashtra and shall be strictly adhered to. Relevant IS codes, ISS , AWWA codes, EN codes and latest amendments thereon shall also be referred.

### 35.1.1 Detailed Item-wise Specifications

#### General

Water proofing treatment is to be applied to the roof / terrace slabs of SDF buildings and Gems & Jewellery buildings in SEEPZ SEZ premises. Work shall be done as shown on the drawing or as directed by Engineer-in-Charge, to the correct line and level and slope. The Engineer-in-Charge, at his discretion, may change the demarcation and/or slopes depending on the actual conditions on site.

The rate for water proof treatment as specified in the relevant item of Schedule, includes all expenses on account of labour, machinery, material, all taxes etc. required for complete process of water proof treatment.

**Item A : Offer using "Epoxy resin system primer and Polyester resin" system.**

**Item A : Providing and laying water proof treatment on terrace slab of of SDF 1 to 6 and GJ 1 to 3 buildings excluding buildings for which water proof treatment is done recently, with Epoxy Resin System primer coat bonding coat, sprinkle lightly quartz sand to form rough surface, providing and applying Polyester Resin to the substrate and fleece rolling with a perion roller to remove air bubbles etc. complete with 10 years guarantee on court fee stamp including giving satisfactory water tightness test for 2 weeks including cost of all materials, labour, water, ponding etc. complete.**

**Sub item a-1) Cleaning and preparing the surface of old RCC work, old plastered work,**

old water proof treatment of surface by removing loose cover by saner / grinder for application of PRBM treatment including tools, tackles etc. complete.

**Sub item a-2)** Providing and applying Epoxy resin System primer coat, bonding coat until the pores are closed and sprinkle immediately lightly quartz sand to form rough surface including cost of material, labour, tools & plants etc. complete.

Consumption: The consumption of the material of epoxy resin primer / bonding coat :500 g/m<sup>2</sup> or as per Manufacturer's specifications.

Before using the material on site, test certificate of the manufacturer shall be submitted. SEEPZ Authority reserves the right to test random samples in each lot in a reputed and recognized laboratory. Necessary charges for testing are to be borne by the contractor.

**Sub item a-3)** Providing and applying Polyester Resin to the substrate and fleece rolling with a perion roller to remove air bubbles, and immediately applying second coat of solvent free Polyester Resin etc. complete.

Providing and supplying solvent free Polyester Resin base Membrane coating systems to the substrate and fleece is rolled with a perion roller, removing air bubbles and allowing an overlap of 5cm. then the second coat of Polyester Resin base Membrane coating is poured onto the fleece surface until complete saturation is achieved giving film thickness of 2 mm including cost of material, labour, tolls and plants etc. complete.

Composition: This is a 3-component system based on flexible Polyester Resin.

Application: After approximately 16 hours depending on weather conditions, such as temperature, humidity and wind, etc. and provided that the printed surface is tack free and dry, treatment as a second skin can be applied giving coating thickness of 2.00 mm.

Mixing:

PART I – Mix Catalyst powder thoroughly into Polyester Resin.

Dissolving time: approx. 20 min. at +20 deg. C.

PART II–Mix Inhibitor into Polyester Resin base Membrane coating and stir thoroughly until no streaks are visible.

Dissolving time: approx. 1-2 min. at +20 deg. C.

Now mix PART I & II thoroughly in 1:1 ratio. Again ensure that no streaks are visible.

Approximately 2/3 of the required Polyester Resin base Membrane coating is applied to the primed substrate prior to embedding Fleece is rolled with a perion roller, removing air bubbles and allowing an overlap of 5 cm. when this has changed colour by rolling or brushing from above, then the remaining 1/3 of the Polyester Resin base Membrane coating is poured onto the surface until complete saturation is achieved.

Before using the material on site, test certificate of component i.e. resin and hardener from the manufacturer shall be submitted. SEEPZ Authority reserves the right to test random samples in each lot in a reputed and recognized laboratory. Materials shall conform to relevant IS/ISS/AWWA/EN codes and parameters given in Manufacturer's test certificates. Necessary charges for testing are to be borne by the contractor.

**Necessary Guarantee Bond for 10 (Ten) years period from the date of actual completion of work shall be furnished by the contractor on Rs. 100/- stamp paper duty notarized.**

**Sub item a-4)** Giving satisfactory water tightness test for 15 days including cost of all materials, labour, water, ponding etc. complete.



## 35.2 Safety Measures:

Pursuant to relevant clause of standard specifications, the contractor shall provide adequate safety measures. They shall include:

1. Barricading all sides of the roof slab / terrace during water proof treatment work. It shall be safely removed after water tightness test is completed.
2. Red danger lights as can be easily visible from dusk to dawn at all corners of slab and at all the staircase doors.
3. Display boards at the appropriate places as may be directed by the Engineer.
4. Adequately safe wooden plank / board or steel plate over the openings / manholes to facilitate crossing by the working crew.

## 35.3 Mode of Measurement

Contract rate shall be per sqm. basis. Payment shall be released after completion of this item.

**The length and width of water proof treated area shall be measured in running meter correct to a cm for the finished work. Area shall be calculated on sqm basis.**

The precautions & measures as mentioned by machine / membrane manufacturer to be taken up rigorously while making the application and joints in the field.

The water proof treatment will be tested as per the guidelines given by relevant IS / ISO standard. The guidelines shall be furnished by the supplier of electro fusion fittings, tools and machines.

### 35.3.1 Field Hydrostatic Test of water proof treatment:

The hydraulic test shall be carried out after the section / area to be tested has been completed. The sections to be tested shall be to the approval of the Engineer.

Schedule for testing of slab shall be submitted to the Engineer for approval.

The method of filling the vat as with water shall be approved by the Engineer. The area under test shall be filled making certain that all air is displaced. The area shall then remain under constant for a period of 15 days. If leakages are noticed, the area of the slab shall be rectified and retesting shall be done for 15 days and no leakage / sweating shall be noticed.

Notwithstanding the satisfactory completion of the hydraulic test, if there is any discernible leakage of water from any joint or part of the slab, the Contractor shall at his own cost, repair the slab / re-make the joint and repeat the hydraulic test at no extra cost including the cost of water. Water will have to be supplied by contractor for testing. However owner will assist in getting water supply connection etc. Necessary charges to be borne by the contractor.

**Payment terms :**

- 1) 80 % payment after execution of item of work.**
- 2) 10 % after satisfactory water tightness / hydraulic test.**
- 3) 10 % along with final bill after one monsoon season.**

### **35.4 Store**

The Contractor has to establish his own store at sites for stacking the material/machine as per the relevant IS/ISO standards.

The SEEPZ shall have the right at all times to inspect all operations including the sources of materials, procurement, layout and storage of materials and mixing equipment and the quality control system. Such an inspection shall be arranged and the SEEPZ approval obtained, prior to starting of work. This shall, however, not relieve the Contractor of any of his responsibilities. All materials which do not conform to the Specifications shall be rejected.

Materials should be selected so that they can satisfy the design requirements of strength, serviceability, safety, durability and finish with due regards to the functional

requirements and the environmental conditions to which the structure will be subjected. Materials complying with codes/standards shall generally be used. Other materials may be used after approval of the SEEPZ and after establishing their performance suitability based on previous data, experience or tests.

## 35.5 Materials

### 35.5.1 Cement

- Unless otherwise called for by the SEEPZ, cement shall be blended ordinary Portland cement conforming to IS: 269, IS: 8112 or IS: 12269.
- Only one type of cement shall be used in any one mix. The source of supply, type or brand of cement within the same structure or portion thereof shall not be changed without approval from the SEEPZ.
- Cement which is not used within 60 days from its date of manufacture shall be tested at a laboratory approved by the SEEPZ and until the results of such tests are found satisfactory, it shall not be used in any work.

### 35.5.2 Aggregates (General)

- Aggregates shall consist of naturally occurring stones (crushed or uncrushed), gravel and sand. They shall be chemically inert, strong, hard, clean, durable against weathering, of limited porosity, free from dust/silt/ organic impurities/deleterious materials and conform to IS:383. Aggregates such as slag, crushed over burnt bricks, bloated clay ash, sintered fly ash and tiles shall not be used.
- Aggregates shall be washed and screened before use where necessary or if directed by the SEEPZ.
- Aggregates containing reactive materials shall be used only after tests conclusively prove that there will be no adverse effect on strength, durability and finish, including long term effects, on the concrete.
- The fineness modulus of sand shall neither be less than 2.2 nor more than 3.2.

- The maximum size of coarse aggregate shall be as stated on the drawings but in no case greater than 1/4 of the minimum thickness of the member.

### 35.5.3 Water

Water used for both mixing and curing shall conform to IS:456. Potable waters are generally satisfactory. Water containing any excess of acid, alkali, sugar or salt shall not be used.

### 35.5.4 Admixtures

- Accelerating, retarding, water-reducing and air entraining admixtures shall conform to IS: 9103 and integral water proofing admixtures to IS: 2745.
- Admixtures may be used in concrete as per manufacturer's instructions only with the approval of the SEEPZ. An admixture's suitability and effectiveness shall be verified by trial mixes with the other materials used in the works. If two or more admixtures are to be used simultaneously in the same concrete mix, their interaction shall be checked and trial mixes done to ensure their compatibility.
- There should also be no increase in risk of corrosion of the reinforcement or other embodiments.
- Calcium chloride shall not be used for accelerating set of the cement for any concrete containing reinforcement or embedded steel parts.

### 35.6 Wastage

Wastage allowance for cement shall be considered in the item rate and no extra payment shall become payable to the Contractor on any account.

### 35.7 Samples and Tests

All materials used for the works shall be tested before use. Manufacturer's test certificate shall be furnished for each batch of cement/steel and when directed by the

SEEPZ samples shall also be got tested by the Contractor in a laboratory approved by the SEEPZ at no extra cost to Employer. SEEPZ may appoint separate third party inspection for the material testing to ensure the quality of the work. The Contractor shall replace the defective material as an outcome of these tests.

Sampling and testing shall be as per IS: 2386 under the supervision of the SEEPZ.

The Contractor shall furnish manufacturer's test certificates and technical literature for the admixture, epoxy and membrane proposed to be used. If directed, the admixture shall be got tested at an approved laboratory at no extra cost.

### **35.8 Tests & Standard of Acceptance**

All materials, even though stored in an approved manner shall be subjected to an acceptance test prior materials, finished products used in the construction as per requirements to their immediate use. Independent testing of cement and steel for every consignment shall be done by the Contractor at site or in the laboratory approved by the Engineer before use. Any cement & membrane, epoxy with lower quality than those shown in manufacturer's certificate shall be debarred from use. In case of imported cement, the same series of tests shall be carried out before acceptance.

#### **Testing and Approval of Material**

The Contractor shall furnish test certificates from the manufacturer/supplier of materials along with each batch of material(s) delivered to site.

The Contractor shall set up a field laboratory with necessary equipment for testing of all of conditions of contract and the relevant Specifications. The testing of all the materials shall be carried out by the EIC for which the Contractor shall make all the necessary arrangements and bear the entire cost.

Tests which cannot be carried out in the field laboratory have to be got done at the Contractor's cost at any approved Engineering College/ testing laboratory/testing institutions approved by the EIC.

This specification shall include preparing Bar Bending schedules, cutting, bending, binding and erecting in position steel reinforcement, dowel bars of the shape and dimensions as shown in drawings and as per specifications included here in below.

### 35.9 Division of Responsibility

Sr. No.	Activities	Owner's responsibility	Contractor's responsibility
1.	Prepare a work plan.		
2.	Setting out demarcation for the work including making of TBM pillars		
3.	Clearing and Grubbing.		
4.	Taking initial levels.		
5.	Epoxy coating for water proof treatment of slab.		
6.	Safety of instruments		
7.	Preparation of form work and placing of mortar / concrete and curing.		
8.	Fabrication & placing of membrane		
9.	Taking final levels.		
10.	Hydraulic / water tightness testing		
11.	Demolishing/Dismantling/Cutting previous treatment		
12.	Space for Labour Camp, Contractor's office.		

13.	Construction of Contractor's Labour Camp, Contractors office and others which includes power, water, sanitary, sewerage etc.		
14.	Provision of power (Electricity) supply.		
15.	Provision of DG set (stand by) & welding machines etc.		
16.	Payment of electricity bill (as per usage).		
17.	Area lighting.		
18.	Provision of water for Construction, testing & other purpose.		
19.	Permission for power		
20.	Office space for SEEPZ Staff		
21.	Approach/Access to work place for plant/equipment/material/staff.		
22.	Safety and security of SEEPZ issued Materials if any.		

### 35.10 .General Layout



