GOA SHIPYARD LIMITED

VASCO - DA - GAMA, GOA.

TENDER NO.CIVIL/01/GSL/CE/ADS/TN-356

TENDER DOCUMENT FOR

"Providing 3 tire bunk beds for GSL Transit Hostel, Chicalim"

V O L U M E - I

Issued to M/s _____

On _____ **By CIVIL ENGINEERING SECTION**

I N D E X

SL. NO.	PARTICULARS	PAGE NO.
1.	Instructions of Tenderers	3 – 4
2.	Form of Tender (together with Appendix)	5 – 6
3.	**Part – I** Particular Conditions of Contract	7– 12
4	**Part – II** General Conditions of Contract	13– 35
5.	Schedule 'A'	36 -37
6.	General Safety Rules for Contract	38 - 42
7.	Schedule 'B'	43-46
8.	General Instructions'	47 - 49
9.	Check list for Submission of Bills	50
10.	Bank Guarantee Format for furnishing EMD cum Security	51 – 53

INSTRUCTIONS TO TENDERERS

1. IMPORTANT NOTES:

1.1 REFERENCE IS INVITED TO **'TENDER NOTICE'** FOR THE VARIOUS RELEVANT DATES OF TENDER COLLECTION, TENDER SUBMISSION, TENDER OPENING **(Due on 16-07-2019)** to be lodged in the Tender Box placed at Security Reception Room before (**1500 hours**).

2. PROCEDURE FOR SUBMITTING TENDERS:

2.1 The tenderer is required to submit his tender in the form of a TWO-COVER SYSTEM in the manner described below: -

2.1.1. COVER 'A' SHOULD CONTAIN THE FOLLOWING -

a) Earnest Money Deposit as stipulated in the Appendix.

b) DETAILS OF EXPERIENCE OF THE TENDERER IN CARRYING OUT WORKS OF THIS NATURE AS PER THE LAID DOWN CRITERIA FOR **TECHNICAL** & **FINANCIAL** ASSESSMENT AS PER **NIT**.
DETAILS SHOULD INDICATE:
- i) Name of the work and of the client (**True copies** of work completion certificates of clients)
- ii) Value of the work done & period of execution, Details of similar works executed, if any. (**True copies** of work completion certificates of clients)
- iii) Undertaking indicating that Tenderer is fully complying with the tender terms or otherwise
- iv) Balance sheet showing turnover of **last three years**.(**True copy** endorsed by **CA**)
- iv) Original Bank Solvency certificate of appropriate value in favour of GSL referring **Name of the work** & **Tender No**.
- v) Tender security/ EMD (Relevant evidence in case of online submission)
- vi) Details of GSTIN number indicating state of registration.

c) A covering letter, which shall clearly indicate
- i) The Tenderer's reservation, if any, regarding compliance entirely with the Tender Document.

2.1.2. COVER 'B' SHOULD CONTAIN ONLY THE FOLLOWING:
Volume- II (**Price Bid**) with scope of work & drawings, if any accompanying the quote.

2.1.3. COVERS 'A' & 'B' SHOULD BE submitted as per the format enclosed. Tender for "**Providing 3 tire bunk beds for GSL Transit Hostel, Chicalim".** And bearing the name of the Tenderer.

RATES, TOTALS, CORRECTION, ERASURES ETC.

3.1 The Tenderer's quoted rates should be clearly & legibly written in figures. Wherever totals are written, they shall be written in figures as well, as in words.

3.2. No changes shall be made on the Tender Document itself. Such changes will not be taken into consideration.

4. ADDENDA / CORRIGENDA:
Further Addenda / Corrigenda to the Tender Documents may be issued prior to the date of opening of the Tenders to clarify the documents or to reflect any modification etc. All such Addenda /Corrigenda will become part of the Tender Document.

5. OPENING OF TENDERS:
Cover 'A' shall be opened on the specified date of opening. Cover 'A' should contain the documents and EMD as per the requirement.

5.1 Clarification of the "techno-commercial" part of the Tenders
To assist in the examination, evaluation and comparison of the Part I "Techno – Commercial" part of the Tenders, the Employer may at its discretion, seek from the Tenderers individual clarification of their Tenders if so required. The request for clarification and the response shall be in writing by mail or by fax / e-mail, but no change in the rates and prices or substance of the Tender shall be sought, offered or permitted. Tenderers shall respond to requests for clarification within 5 working days.
If a Tender is not substantially responsive, it will be rejected by the Employer.

5.2 GSL reserves the right to physically check the original documents/ certificates, the copies of which are submitted along with the tender document.

6. PRICE EVALUATION

6.1 OBJECTIVE:

Tender specifications, Discussions, Mutually agreed terms and conditions, taking into account all liabilities till the performance and discharge of the Contract with basic details as on the base date of the Tender proposals. GSL shall award the Contract to the Bidder whose bid has been determined as the most responsive technically acceptable and lowest in evaluated price.

6.2 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by the employer as follows:

6.3.1 Where there is discrepancy between the amounts in words and in figures, the amount in words will govern.

6.3.2 Where there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall govern and the total price shall be corrected accordingly, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected.

7. RIGHT OF EMPLOYER TO ACCEPT OR REJECT ANY TENDER:

7.1 Offers not accompanied by **Earnest Money Deposit** in the prescribed form as stipulated in appendix would not be considered. Tenders not accompanied by EMD & Tender fee DD (or Relevant evidences in case of online payment of EMD/Tender fee cost)) on the scheduled date of opening shall be **summarily rejected**.

7.2 The Employer does not bind himself for acceptance of the lowest or any tender or assign any reasons for non-acceptance of any tender.

7.3 The Employer reserves the right to:

a. amend the scope and value of the contract to be tendered.
b. reject or accept any application/ tender; and
c. cancel the tender process at any time without any financial or otherwise liability and without assigning any reasons thereof.

7.4 Canvassing in any form will be a disqualification.

7.5 Offers exceeding estimated cost may invite rejection by GSL. Offers not found compliant with the Minimum Wages Act may invite rejection by GSL.

7.6 Tenders will be opened on same day in the presence of tenderer who choose to be present.

For GOA SHIPYARD LIMITED

DGM (SMP) & SECTION HEAD (CE)

I/We hereby declare that I/We have read and understood the above memorandum and contractor has to agree instructions to the Tenderers and Special Conditions and abide by the same.

Date: **Signature of Contractor:**

Name and Address: **Seal**

Contact No:

FORM OF TENDER

To,
The Chairman & Managing Director,
Goa Shipyard Limited,
Vasco – da – Gama,
GOA.

Dear Sir,

Sub: "Providing 3 tire bunk beds for GSL Transit Hostel, Chicalim"

1. Having examined the Conditions of Contract, Specifications, Drawings & Bill of Quantities for the execution of the above named work, we the undersigned offer to complete and maintain the whole of the said works/ part(s) of the said works as indicated here below in conformity with the said Conditions of Contract, Specifications, Drawings & Bill of Quantities for the amount indicated in the tender or such other sums as may be ascertained in accordance with the said Conditions.

2. We undertake if our Tender is accepted to commence the works & to complete & deliver the same within the period stipulated in APPENDIX.

3. We agree to abide by this Tender for the period as stated in the appendix from the date fixed for receiving the same & it shall remain binding upon us & may be accepted at any time before the expiration of that period.

4. We have deposited as Earnest Money with you a sum as stated in the Appendix. We further agree that if we withdraw the Tender before expiration of the period as stated in the appendix or fail to execute an Agreement in the format aforesaid within a reasonable time the above Earnest Money Deposit shall be forfeited to you.

5. If our Tender is accepted we will furnish further deposits or guarantees as stipulated in the Tender.

6. We have independently considered the amount of Liquidated Damages stipulated in the Tender & agree that this represents a fair estimate of the damages likely to be suffered by you in the event of the works not being completed in time.

7. Unless & until a formal Agreement is prepared & executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

9. We understand that if our tender is accepted we are to be jointly & severally responsible for the due performance of the Contract (To be applied when a joint tender is submitted by more than one agency).

Date: Yours faithfully,

(FULL SIGNATURE OF TENDERER)
WITH RUBBER STAMP OF FIRM

APPENDIX
(Forming part of the 'Form of Tender')

1.	Name of work	:	**Providing 3 tire bunk beds for GSL Transit Hostel, Chicalim**
2.	Earnest Money Deposit	:	**Rs.7,500/- (Rupees Seven Thousand Five Hundred only)** to be submitted in the form of Crossed Demand Draft / Bankers Cheque / Bank Guarantee from any nationalized / scheduled Bank drawn in favour of Goa Shipyard Ltd, payable at Vasco-da- Gama, Goa in the format as enclosed with this tender document. EMD can be also submitted online.
3.	Commencement date	:	**NIL**
4.	Time limit for completion	:	10 days (from the date of acceptance of work order).
5.	Retention Money	:	5% of each R.A/Final Bill amount subject to maximum of 5% of total executed amount. (To be released on satisfactory completion of maintenance period)
6.	Period of Maintenance/ Defects Liability Period	:	**12 months (**from the date of completion of work)
7.	Penalty for delay in completion of work (Liquidated damages)	:	Time shall be considered as essence of the contract and the contractor shall adhere to the time schedule as specified in the contract. Penalty for delay in completion of work within stipulated completion time is **1%** per week subject to a ceiling of 10% of final contract price.
8.	Minimum Amount of Interim Bills	:	**One bill only**
9.	Payment of Bills	:	**Payment will be made ON LINE only, no cheque payments will be made**
10.	Validity	:	**90 Days** (From the date of opening of Tender).
11.	Risk Clause	:	As per clause no.10.2 of General Conditions of contract.

Note:

1. Contractor shall visit the site prior to submission of his item rate offer so as to assess the exact quantum of work involved.
2. Any work, which is not specified and required to be done for satisfactory completion of work, the same shall be considered in his / her quote and no additional payment will be made.
3. Department reserves the right to increase or decrease the scope of work or to revise the drawings and total variation can be up to ± 10% of total contract price.
4. Samples of all materials / fixtures as specified in scope of work to be got approved before start of the work. Catalogues / Brochures are also to be brought along with samples wherever required.
5. The contractor shall assist for arranging the testing of their work by the Shipwright Dept of GSL.

SPECIAL INSTRUCTIONS

a) Contractors shall submit their offers only by filling their rates / amount in figures and words both in the prescribed formats issued to them.
b) Contractors / Firms not Quoting shall submit the blank format with reasons for not quoting.
c) For works exceeding Rs.1.00 Lac contractor should appoint at least one Supervisor with minimum qualification of Diploma in Civil Engineering. The payment of contractors Engineers / Supervisor / labour should be made in the presence of authorised representative from Civil Engineering Section.

FOR ACCEPTANCE AS ABOVE

Date:
PAN No :-.
GST No :-.

Signature of Contractor
Name & Address

PART – I

PARTICULAR CONDITIONS OF CONTRACT

1 GENERAL:

1.1 Communication prior to tender issue:

All communications either verbal or written made prior to the issue of this Tender Document stand abrogated & withdrawn & they do not form a part of this contract.

1.2 Special conditions by contractor:

Any special condition stated by the Tenderer while submitting his tender shall do deemed to be a part of the contract only if & only to such extent to which such special conditions have explicitly been accepted in writing by the employer.

1.3 Conflict between conditions, specification etc:

Where there is a conflict between the particular conditions & general conditions of contract or where there is a conflict between specification in the scope of work & standard/ general specification, the former shall prevail in either case. But if there is no conflict as above they shall be considered as supplementary to each other.

1.4 Use of British Units:

While metric units are used in the Tender everywhere if certain materials are still in British units the same may be used to the extent the same are nearest to specified units with the specific prior approval of the engineer. No extra claim or deduction in the rates will be make on account of this change.

2 EARNEST MONEY/ SECURITY DEPOSIT:

2.1 Earnest Money Deposit:

a). The Tenderer shall pay an amount in the manner as mentioned in the Appendix as an earnest money deposit (EMD) along with the Tender. Tenders accompanied by EMD in any other form are liable for rejection. No interest will be payable on the EMD. EMD shall be refunded/ returned to the unsuccessful Tenderers on issue of Letter of award to L1 firm.

b) The EMD of the successful tenderer shall be converted to Security deposit and shall be released on successful completion of defect notification period. In case, the successful tenderer submits EMD in the form of Bank Guarantee, the same shall be extended accordingly to remain valid till the Defect Notification Period. The Bank Guarantee shall have claim period of 03 months from the last date of the validity of the bank guarantee for lodgement of any claim in respect of the same.

d) The Employer may at his option forthwith forfeit the above earnest money deposit/ tender security and /or en-cash the above bank guarantee in whole or in part if in the opinion of the employer the contractor has failed to fulfil any or all of the condition of this contract without prejudice to any & all rights of the employer to recover from the contractor any amounts falling due to the employer through non-observance by the contractor of any of the clauses hereof.

2.2 EXEMPTION FOR SUBMISSION OF TENDER SECURITY/EMD & TENDER COST:

2.2.1 The MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicraft & Handloom or Udyog Adhar or any other bodies specified by Ministry of Micro, Small & Medium Enterprises will be eligible to be considered under MSE category. Documents & Entrepreneurs' Memorandum (EM Part II) for manufacture/ supply of concerned equipment/ item must be submitted by MSEs along with the offer for such purpose to claim the benefits being offered to MSEs.

2.22 Following facilities/ benefits are available to MSEs:

a) Issue of tender sets free of cost/ No tender fee is applicable.
b) Exemption from payment of Earnest Money Deposit.
c) The vendors registered with NSIC under single point registration for manufacture/ supply of concerned equipment / item, will also be exempted for submitting the Security Deposit.

2.23 Participant MSE firms registered with NSIC under its "Single Point Registration Scheme"' EMD Exemption will apply only to items/ services for which they are registered. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption. Participant MSE firm submitting Udyog Adhar/ NSIC/ DIC/SSI/ other authorized bodies registration certificate specified by Ministry of MSME has to qualify for EMD exemption should necessarily submit valid copy of the Registration certificate along with list of items/ services for which they are

registered & certified. Firms should upload scanned copy of valid registration certificate as issued in Part –A of e-offer during bid submission.

2.24 Notwithstanding the above, GSL's decision in this matter on exemption from EMD for items/ services & tender fee to participants shall be final and binding.

2.3 Refund of Earnest Money /Security Deposit:
The earnest money/Security deposit shall be refunded upon virtual completion of the defects liability period so certified by the engineer unless earlier forfeited as provided here in above.

3 VARIATION OF PRICES:
3.1 Variation of price:
Unless specifically provided elsewhere in the conditions of contract the contractor price shall not be adjusted in respect of any increase or decrease of cost to the contractor in carrying out the works by reason of alteration in the rates of wages & allowances payable to the labour & staff change in the conditions of employment or labour & staff change in the cost of materials (whether for the permanent or Temporary works) or in consumable stores fuel & power variations in the freight & insurance rates the operation of any law or statute etc or variation in the cost of any other matter or thing of whatsoever nature subsequent to the date of Tender.

3.2 Corrections to & withholding of Certificates:
The Engineer-in-Charge may by any certificate make any correction to any previous certificate, which shall have been issued by him. The Engineer-in-Charge shall have power to withhold & certificate if the works or any parts thereof are not being carried out to his satisfaction.

4 INSPECTION OF SITE AND SITE FACILITIES:
4.1 Inspection of Site:
The tenderer shall visit, inspect & examine the site of works to acquaint himself with the site conditions & shall satisfy himself regarding the nature & location of the works availability of labour & materials & camping facilities for his labour force & staff approaches, geological & weather conditions & all other relevant information required for the preparation & submission of his tender. All expenses incurred in this connection shall be borne by the tenderer. Acceptance of the tender shall mean that the contractor acknowledge that he has satisfied himself as to the aforesaid details. Any failure of the contractor to acquaint himself as above will not relieve him from the responsibility for estimating properly or successfully performing the works.

4.2 Access Road:
In view of the employers existing establishment near the works site an access load suitable for plying loaded trucks is available up to the site.

4.3 Contractor's working areas:
The area to be allotted to the contractor shall be indicated to immediately on placing order with him to commence the works. This area is intended for erecting temporary work sheds stores site offices for himself & the employer & etc. at his own expenses. All materials for the construction of these sheds shall be arranged for by the contractor himself. The temporary sheds shall be constructed in non-inflammable materials like galvanised iron sheets, asbestos cement sheets etc. & shall be removed within one month after the virtual completion certificate for the works or for the last items or groups of items in case separate virtual completion certificate are issued. In case the contractor fails to remove the sheds the employer will remove the same & the cost of such removal will be recovered from any amount due to the contractor. The contractor will take the employee's necessary consent for providing any labour movements on the site & he shall make his own arrangement at his own cost for providing this facility.

4.4 Water supply:
Contractor to make his own arrangement for supply of construction water and potable water at his own cost. The water will be brought by tankers from outside the GSL premises. Contractor to make arrangement for water storage, pumping, piping etc at his own cost.

4.5 Electric Supply:
Adequate construction power shall be made available to the contractor from a suitable point in GSL premises, which shall be indicated by the employer. The contractor shall submit details of the connecting loads that he intends to use along with the specifications for approval of the employer. The contractor shall construct at his own cost his own LT lines install suitable energy meter and make other arrangements for meeting the construction & lighting loads. All his work shall meet the

required standards specified under the latest Indian Electricity Rules & the Indian Electricity Act. All the actual charges for power consumption shall be borne by the contractor. The employer shall not be liable for any compensation for any break- down or short supply in power.

4.6 Surveying instruments:
The contractor shall make his own arrangements for maintaining at site all the necessary surveying instruments (including Theodolite) for a proper execution of the works.

4.7 Crèche canteen:
In view of the nature of work at site small children shall not be permitted to be brought to site.

5 DRAWINGS & DETAILS TO BE FURNISHED BY CONTRACTOR:
In the event of the contractor proposing any alteration modification to the engineer design & details he shall at his own expenses prepare & submit for the approval of the engineer details of his proposal together with the necessary design calculations drawings and other particulars as may be required by the engineer. The contractor shall also if so required by the engineer furnishes the necessary design calculations drawings and other particulars in respect of any temporary works & any method proposed for the construction of the various parts of the works.

The furnishing to the Engineer of any design calculations drawings & any other particulars as above shall not relieve the contractor of any liability or obligation under the contract in respect of such alteration modification temporary works methods of construction etc.

6 OPERATION OF THE EMPLOYER OTHER CONTRACTOR ETC:
6.1 Operation of the employer:
The ordinary business & works of the employer & other as carried out in the vicinity of the site will be continued during the construction & completion of the works and the contract shall be conducted in such a way to avoid interference with traffic of every kind and with any other works in progress in the vicinity.

6.2 Opportunity for carrying out works & other contractors:
Due to urgent schedule and overlapping activities, there would be more than one agent operating on the works site at any time. The contractor shall therefore in accordance with the requirements of the engineer afford all reasonable opportunities for carrying out the work to any other contractors & of any other duly constituted authority who may be employed in the execution of any other contract or activity which the employer may enter into in connection with or ancillary to the works. If, however, the contractor shall on the written request of the engineer make available to any such other contractor or to the employer or any such authority the use of any of the contractor's scaffolding or plant or provided any other service of whatsoever nature the employer shall pay to the contractor in sums as shall in the opinion of the engineer be reasonable. Provided also that if the contractor avails of similar services from such other contractors or the employer the employer shall be entitled to recover from the contractor in respect of such service such sum or sums as shall in the opinion of the Engineer be reasonable.

6.3 Co-ordination with other contractor:
The employer reserves the right to let other contracts in connection with the undertaking of which the work is a part & the contractor shall connect properly & co-ordinate his work with that of others. If any part of the contractor's work depends for its proper execution or result upon the work of others report to the engineer any defects in the work of such others as may interfere with the proper execution of the contractor's work. Should the contractor fail so to inspect and report he shall have no claim against the employer by reason of the defective or unfinished work of other except as to latent defects not reasonably noticeable at the time of the commencement of the contractor's work. The contractor shall arrange his schedule of work & method of operation to minimise inconvenience to others on the project. In all matters of conflict of interest the engineer shall direct what shall be done by each party & such direction shall be binding on all the parties.

7 RETURN REPORTS AND PHOTOGRAPHS:
7.1 Commencement:
The contractor shall inform the engineer in writing immediately on his commencing work at site.

7.2 Daily Progress Report:
The contractor shall submit to the engineer a Daily Progress Report indicating therein the quantum of cement consumed the labour employed and the nature of activity in progress.

7.3 Periodical Progress Report:
The contractor shall submit to the engineer for the period as the engineer may from time to time direct a progress report for the preceding period showing up-to-date progress and progress during the previous period on all important items of each section or portion of the work.

7.4 Returns & Drawings:
All reports statements returns diagrams or drawings etc, which the contractor is required to submit during the progress of the works to the engineer are unless otherwise directed to be furnished in triplicate and at the expense of the contractor.

7.5 Photograph:
No photograph of the works or any part thereof or constructional plant employed shall be taken or permitted by the contractor to be taken by any of his Sub-contractors employees without the approval of the employer and no such photographs shall be published or otherwise circulated without the approval of the employer.

8 TAXATION:
On implementation of GST, Excise Duty, CST, Service Tax, etc., will get subsumed in GST. Hence, with effect from the said implementation date, the rate of Taxes & Duties will be as per the GST Act.

8.1 Compliance of provisions of Anti-profiteering rule under GST Act 2017

a) Pursuant to Section 171 of central goods and Service Tax Act ('CGST Act, 2017'), any benefit accruing on account of reduction in rate of GST or availment of input tax credit on goods or services or both on account of GST law by the SELLER/SUPPLIER shall be passed on the BUYER/GSL by the way of commensurate reduction in the price.
b) In case, BUYER/GSL notices any non-compliance of section 171 of CGST Act, 2017 on the part of SELLER/SUPPLIER, the BUYER/GSL may make an application to national Anti-Profiteering Authority against the respective supplier for passing on the benefits to the BUYER/GSL.

8.2 General:
The contractor shall ascertain and provide for payment of Income-tax, excise duty, sales tax and other taxes rates due etc whatsoever as are chargeable under the laws in force and the contract price shall be deemed to be inclusive of all such payments.
All statutory deductions will be made as per the statues in force and under any statute which may be enacted in future.

8.3 Income tax:
The contractor shall pay Income tax and all other taxes whatsoever payable in respect of payments received from the employer in accordance with the laws and regulations for the time being in force. If required under law or by the authorities concerned the employer shall deduct such amounts as may be required under law or directed by the said authorities from the monies due under the Interim and Final certificates before payment under these certificates. The employer shall furnish the contractor with the necessary certificate of all such deductions.

8.4 Income tax payable by staff:
The contractor staff shall pay Income Tax and other taxes in respect of such salaries and perquisites as are chargeable therewith under the laws for the time being in force and the contractor shall perform such duties in regard to deductions and transmission thereof as may be required by the Government to be done by an Employer / Principal Employer under any law.

9 MISCELLANEOUS:
9.1 Medical Care & Vigilance:
The contractor shall be fully responsible for any first aid & emergency medical treatment to his employees and he shall make all the necessary arrangements at site towards this end. The contractor shall take all measures to prevent any diseases breaking at site. If any case of infections or contagious diseases is discovered amongst his employees it shall be instantly reported to the employer / engineer.

9.2 Explosives:
Except as may be provided in the specifications or approved by the employer the contractor shall not use explosives.

When use of explosives is necessary the contractor shall obtain license from the competent authorities for undertaking blasting work storing and transporting explosive etc as per the latest Explosives Rules.

The contractor shall be responsible for any damage arising out of accident to workmen public damage or property due to storage transportation and use of explosive during blasting operations.

9.3 Bribes & Commission:
Any bribe commission gift or advantage given promised or offered by or on behalf of the contractor or his partner agent or servant or any one on his or their behalf to any officer servant representative or agent of the employer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract with the employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this & all other contracts with the employer & also to the payment of any loss or damage resulting from any such cancellation & the employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract.

9.4 Entry on private or other property:
The contractor shall not enter upon or commence any work in or upon across or through any land building or place being private property until authorised in writing by the competent authority to do so.

9.5 Advertising:
No advertisement may be placed on any hoarding fencing building or scaffolding erected in connection with this contract without the written permission of the employer.

9.6 Labour legislation:
The Tenderers shall submit their offer in compliance with all Acts, Regulations, Ordinances, Laws Statutes, Notiifcations and amendments issued thereto by the State as well as Central Government.

The Tenderers shall note that the rates quoted in each serial of BOQ i.e. Price bid shall not be less than prevailing Minimum Basic Wages and ESI, PF Contributions & Bonus in accordance with minimum Wages act 1948, Factories Act 1948, ESI Act 1948 and Employees Provident Fund and Miscellaneous Provisions Act, failing which the tender will be rejected without assigning any reason thereof.
The tenderers shall also be liable to comply with all statutory requirements in addition to minimum wages, ESI, PF & Bonus as promulgated through Central/ State Gazette from time to time.

9.7 Law governing contract:
The contract shall be interpreted & have effect in accordance with the laws of India & no suit or other proceeding relating to this contract shall be filled or taken by the contractor in any court of law except in a court of competent jurisdiction for Goa.

PART II

GENERAL CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT
GENERAL CONDITIONS

PART - A INTERPRETATIONS AND DEFINITIONS

1. SINGULAR AND PLURAL
2. HEADINGS & MARGINAL NOTES TO CONDITIONS
3. GENDER
4. WORDS IMPORTING PERSONS
5. DEFINITIONS

PART - B SCOPE AND PERFORMANCE

6. CONTRACT, CONTRACT DOCUMENTS & CONTRACT AGREEMENT
6.1 Extent of Contract
6.2 Documents mutually explanatory
6.3 Contract Documents to be returned to the Engineer
6.4 Contract Documents to be treated as secret
6.5 Free copies to Contractor
6.6 Contract Agreement

7. DRAWINGS SPECIFICATION INSTRUCTIONS
7.1 Work in accordance with drawings, specification etc.
7.2 Further drawings Instructions during the works progress
7.3 Copies of Drawings

8. MATERIALS AND WORKMANSHIP
8.1 Quality of Materials & Workmanship & Tests
8.2 Cost of Samples
8.3 Cost of Tests
8.4 Examination of work before covering up
8.5 Opening up works
8.6 Removal of improper work & materials
8.7 Unfixed materials
8.8 Work not in accordance with Contract allowed to remain.

9. BILL OF QUANTITIES
9.1 Scope of work
9.2 Errors
9.3 Sufficiency

10. ENGINEER'S INSTRUCTIONS
10.1 Engineer's power to issue Instructions etc.
10.2 Failure by Contractor to comply.

11. ENGINEER'S REPRESENTATIVE
11.1 Delegation of powers etc by Engineer to Engineer's Representative
11.2 Duties of Engineer's Representative
11.3 Powers of Engineer's Representative
11.4 Notice of non-approval

12. VARIATIONS EXTRAS & THEIR VALUATION
12.1 Variation not to vitiate Contract
12.2 Variation order through drawings
12.3 Payments for variations /extra work
12.4 Ascertainment of prices for Variations
12.5 Work not to be suspended

13. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY
13.1 Provide everything for proper execution
13.2 Plant etc. exclusive use for the work
13.3 Setting - out
13.4 Centring, scaffolding, fencing etc.
13.5 Care of works and Protective measures
13.6 Contractor's office near works
13.7 Provision of a first aid box
13.8 Access to works
13.9 Clearance of site during execution and on completion of works

14. CONTRACTOR'S SUPERINTENDENCE & EMPLOYEES ON WORKS
14.1 Contractor's Superintendent
14.2 Contractors Employees

15. ASSIGNMENT SUB-LETTING & SUB-CONTRACTORS
15.1 Structure of the firm
15.2 Assignment
15.3 Sub-letting
15.4 Nominated sub-contractors

16. LABOUR/STAFF
16.1 Engagement of labour
16.2 Supply of water at site
16.3 Local festivals, religious, customs etc.
16.4 Alcoholic liquor or drugs
16.5 Arms and Ammunition
16.6 Epidemics
16.7 Disorderly conduct etc.
16.8 Labour Legislation
16.9 Returns of labour
16.10 Removal of workmen

17. PROGRAMME PROGRESS DELAY EXTENSION OF TIME ETC.
17.1 Programme to be furnished
17.2 Possession of site
17.3 Way- leaves, etc.
17.4 Commencement of works
17.5 Rate of progress
17.6 Timing restrictions for the work
17.7 Delay & extension of time
17.8 Employer's delay in progress:
17.9 Penalty for delay in completion

18. AUTHORITIES NOTICES PATENT RIGHTS & ROYALTIES
18.1 Notices under Government Authorities etc.
18.2 Fees payable
18.3 Contractor to keep employer indemnified against penalties etc.
18.4 Patents rights, royalties etc.

19. TRAFFIC
19.1 Interference with Traffic & adjoining properties

20. DEFECTS AFTER COMPLETION
20.1 Search for cause of defects
20.2 Rectification of defective work etc. by contractor
20.3 Remedy on Contractors failure to carry on rectification etc.

21. INSURANCE
21.1 Insurance in respect of damage to persons & property
21.1.1 Contractor liable for injury damage
21.1.2 Contractor to reinstate all damage
21.1.3 Contractor to indemnify employer
21.1.4 Remedy on Contractor's failure to insure
21.2 Fire Insurance
21.2.1. Insurance policy
21.2.2. Remedy on Contractor as failure to insure
21.2.3. Extension of time
21.3. Contractor responsible for anything excluded from insurance policies
21.4. Contractor to proceed with reinstatement.

22. MISCELLANEOUS
22.1 Removal of offensive matter
22.2 Materials obtained from excavation
22.3 Fossils coins etc.
22.4 Lease of ground
22.5 Noise & other disturbance
22.6 Notices

PART- C MEASUREMENTS CERTIFICATES & PAYMENTS

23. MEASUREMENTS OF WORKS
23.1 Work done determined by measurement
23.2 Items to be entered in prescribed books
23.3 Measurements to be taken jointly
23.4 Method of measurements

24. CERTIFICATES & PAYMENTS
24.1 Virtual completion certificate
24.1.1. Issue of virtual completion certificate
24.1.2. Occupation before virtual completion
24.2 Final certificate
24.2.1. Issue of Final Certificate
24.2.2. Approval only be final Certificate
24.2.3. Cessation of Employer's liability
24.2.4. Unfulfilled Obligations
24.3. Payments

PART - D SUSPENSION OF WORKS TERMINATION OF CONTRACT & ARBITRATION

25. SUSPENSION OF WORK

26. TERMINATION OF CONTRACT BY EMPLOYER

27. TERMINATION OF CONTRACT BY CONTRACTOR

28. SETTLEMENT OF DISPUTE BY ARBITRATION

CONDITIONS OF CONTRACT
GENERAL CONDITIONS

PART- A INTERPRETATION & DEFINITION

1. SINGULAR & PLURAL:
Where the context so requires words importing the singular & shall also mean the plural & vice-versa.

2. HEADINGS & MARGINAL NOTES TO CONDITIONS:
Headings & / or marginal note to these conditions shall not be deemed to form part there of or be taken into consideration in the interpretation or construction there of or of the contract.

3. GENDER:
Words importing the masculine gender shall also include the feminine gender.

4. WORDS IMPORTING PERSONS:
Words importing persons include firms companies corporations & other bodies incorporated or not.

5. DEFINITION:
In construing these Conditions & the Specification Bill of Quantities & Contract Agreement the following words shall have the meanings herein assigned to them except where the subject of context otherwise requires: -

a) "Employer" shall mean ..... & shall include their assigns & successors.

b) "Contractor" shall mean ..... and shall include his/their/heirs legal representatives assigns & successors.

c) "Engineer" shall mean the project Engineer or any other Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purpose of the Contract in place of the said project Engineer.

d) Engineer's Representative" shall mean any assistant of the Engineer or any Clerk of works appointed from time to time by the Employer to perform the duties set forth in Clause 11 hereof whose authority shall be notified in writing to the and Contractor by the Employer.

e) "Works shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be & shall include all extra or additional altered or substituted works as required for the performance of the Contract.

f) Temporary Works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works & shall include temporary site offices, Godown etc.

g) "Site" shall mean the lands & other places on under in or through which the works are to be executed or carried out under the Contract & any other lands or places provided by the Employer or used for the purpose of the Contract.

h) "Bill of Quantities" shall mean a list of estimate in detail of the quantities of work to be done & /or labour materials required under the Contract.

i) “Specification” shall mean collectively all the terms & stipulations contained in those portions of the Contract known as General Conditions Special Conditions Technical Specification dealing with matters of special application material & workmanship pertaining to the method & manner of performing the works under this Contract.

j) “Drawings” shall mean the drawings referred to in the Specification & any modification to such drawings approved in writing by the Engineer & such other drawings as may from time to time be furnished or approved in writing by the Engineer.

k) "Contract" shall mean the documents forming the Tender & the acceptance thereof & the Agreement executed between the Employer & the Contractor together with the documents referred to therein including General Conditions Special Conditions the Appendix the priced quotation, Specification Drawings & instructions issued from time to time by the Engineer.

l) "Contract price" or "Contract Amount" shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.

m) "Net prices" If in arriving at the Contract Price / Amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum either as a percentage or otherwise then the net price of any items in the Tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that item a similar percentage or proportionate sum. Provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the Contract or accounts shall be held to mean rates or prices so arrived at.

n) "Extras" shall mean items of works or materials not expressly or in the original Contract.

o) "Prime Cost Sum" shall mean an approximate sum included in the Contract to cover the cost of some particular small item of work or of some particular goods or materials to be done or supplied by the Contractor himself or by some named agency the cost of which is not known at the time the Contract is made.

p) "Provisional Sum" fulfils the same purpose as the "prime Cost Sum" except that this covers cost of particular large item of work.

q) "Day work" shall mean work to be paid for on the basis of the time occupied in doing it & the cost of labour & materials used.

r) "Constructional Plant" shall mean all appliances or things of whatsoever nature required in or about the execution completion or maintenance of the works or Temporary Works but do not include materials or other things intended to form or forming part of the permanent work.

s) "Virtual Completion" shall mean that all work is completed as directed & the building or structure is in the opinion of the Engineer for occupation or for taking up the loads for which it is designed or fit for use for which it is meant.

t) "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the provincial Insolvency Act or any Act amending such original.

u) "Notice in writing" or written notice shall mean a notice in writing types or period characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee & shall be deemed to have been received in the ordinary course of post it would have been delivered.

v) "Approved" shall mean approved in writing including subsequent written confirmation of previous verbal approval & "Approval" shall mean approval in writing including aforesaid.

w) "Month" shall mean month according to Gregorian calendar.

GENERAL CONDITIONS

PART - B - SCOPE AND PERFORMANCE

6. CONTRACT, CONTRACT DOCUMENTS & CONTRACT AGREEMENT:

6.1 Extent of Contract:

The Contract comprises the construction completion & maintenance of the works & except in so far as the Contract otherwise provides the provision of all labour materials Constructional Plant Temporary Works transport & everything whether of a temporary or permanent nature required in & for such construction completion & maintenance so far as the necessity for providing the same is specified in or reasonable to be inferred from the Contract.

6.2 Documents mutually Explanatory:

Except if & to the extent otherwise provided by the Contract the provisions of the General Conditions & Special Conditions shall prevail over those of any other document forming part of the Contract. Subject to the foregoing the several documents forming the Contract are to be taken as mutually explanatory of one another but in case of ambiguity or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out.

6.3 Contract Documents to be returned to the Engineer:

All Drawings Specification and copies thereof furnished by the Engineer as between the Employer & Contractor be deemed to be the absolute property of the Employer. They are not to be used on other work & are to be returned to him on request on the completion of the works.

6.4 Contract Documents to be treated as Secret:

All information for the preparation of the works & for the execution of the works regardless of nature and origin and all other information of construction methodology operating figures drawings sketches and photos etc for which the Contractor & his agents employees & delegates have access are to treated as secret. Without prior permission from the Employer this information may neither be divulged to third parties nor need for other purposes than those stated under the contract. It is contractor's obligation to bind the above-mentioned persons accordingly.

6.5 Free copies to Contractor:

The Contractor shall be furnished free of charge two certified true copies of the Contract documents & all further drawings, which may be issued during the progress of the works. He shall keep one of these documents on site in good order & the same shall at all reasonable time be available for inspection and use by the Engineer the Engineer's Representative & by any other person authorised by the Engineer in writing.

6.6 Contract Agreement:

The successful tenderer shall enter into an agreement the form of which (subject to necessary modifications) will be as set out in the Form of Agreement appended to the Tender documents. The cost of stamping the Agreement shall be borne by the successful Tenderer. Until such time the contract Agreement is executed the Tender Comprising General Conditions of Contract, Special Conditions of Contract, Specification, priced Bill of Quantities, Drawings together with the acceptance thereof with such modifications as have been mutually agreed upon in writing shall govern the rights & obligations of the contractor & the Employer.

7. DRAWINGS SPECIFICATION INSTRUCTIONS:

7.1 Work in accordance with Drawings Specification etc.

The Contractor shall execute the whole & every part of the works in the most substantial & workmanlike manner in strict accordance with the signed Drawings & Specification written instructions directions & explanations as may from time to time be given by the Engineer whose decision as to the sufficiency & quality of the work & materials shall be final & binding on the Contractor.

7.2 Further Drawings Instructions during the works progress:

The Engineer shall have full power & authority to supply to the Contractor from time to time during the progress of the works such further Drawings & instructions as shall be necessary for the purpose of the proper & adequate execution & maintenance of the works & the Contractor shall carry out & be bound by the same.

7.3 Copies of Drawings:

Further to two copies of Drawings mentioned in Clause 6.5 one more copy of all the Drawings required for the execution of the works shall be furnished to the Contractor free of cost. Any further copies required by him shall be furnished to him at cost on his giving adequate notice in writing to the Engineer or the Engineer's Representative of such further copies that the Contractor may need.

8. MATERIALS AND WORKMANSHIP:

8.1 Quality of Materials & Workmanship & Tests:

Quality of materials and workmanship shall be of the respective kinds described in the Contract & in accordance with the Engineer's instructions & shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on site or at all or any of such places. The Contractor shall provide such assistance instruments machines labour & materials as are normally required for examining measuring & testing any work & the quality weight or quantities of any material used & shall supply samples of materials before incorporation in the works for testing as may be selected & required by the Engineer.

8.2 Cost of Samples:

All the samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Specification or Bill of Quantities but if not then at the cost of the Employer.

8.3 Cost of Tests:

The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the Specification or Bill of Quantities & (in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purpose which it was intended to fulfil) is particularised in the Specification or Bill of Quantities in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

8.4 Examination of work before covering up:

No work shall be covered up or put out of view or placed beyond the reach of measurement without the approval in writing of the Engineer or the Engineer's Representative to examine & measure any work which is about to be covered up or put out of view & to examine foundations before permanent work is placed thereon. The Contractor shall give not less than five days notice in writing to the Engineer's Representative whenever any such work or foundation is/are ready for examination & the Engineer's Representative shall without unreasonable delays unless he considers it necessary & advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

If the Contractor puts in any parts of the foundations before he has so notified the Engineer & received instructions he shall be liable to reinstate all work that may subsequently be at any time damaged on account of any defect in or insufficiency of the foundations.

8.5 Opening up works:

The Contractor shall at the request of the Engineer within such time as the Engineer so desires open up for inspection any work & should the Contractor refuse or neglect to comply with such request the Engineer may employ other workmen to open up the same. If the said work has been covered up in contravention of the Engineer's instructions or if on being opened out it be found not in accordance with the Drawings & Specification or the Engineer's Instructions the expenses of such other workmen shall be borne by & recoverable from the Contractor or may be deducted from any monies due or which may become due to the Contractor. If the work has not been covered up in contravention of such instruction and be found in accordance with the Drawings & Specification or instructions then the expenses aforesaid shall be borne by the employer & be added to the Contract sum provided always that in the case of foundation or of any other urgent work so opened up & requiring immediate attention the Engineer shall within **7** days after receipt of the written notice from the Contractor that the work has been opened up make or cause the inspection thereof to be made & at the expiration of such time if such inspection shall not have been made the Contractor may cover up the same & shall not be required to open it up again except at the expenses of the Employer.

8.6 Removal of improper work and material:

The Engineer shall during the progress of the works have power to order in writing from time to time: -

a) The removal from the place of work or site within such time or times as may be specified in the order of any material, which in the opinion of the Engineer is not in accordance with the Contract.

b) The substitution of proper & suitable materials &

c) The removal & proper re-execution (not withstanding any previous test thereof or interim payment thereof) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

d) In case of default on the part of the Contractor in carrying out such order the Employer shall be entitled to employ & pay other persons to carry out the same & all expenses consequent thereon or incidental thereto shall be borne by the

Contractor & shall be recoverable from him by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contract.

8.7 Unfixed Materials:
When any materials intended for the works shall have been placed at site by the Contractor such materials shall not be removed therefore (except for the purposes of being used on the works). Without the written authority of the Engineer & when the Contractor shall have received payment in respect of any Certificate in which the Engineer shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the Employer & the Contractor shall be liable for any loss or damage to any such materials.

8.8 Work not in accordance with Contract allowed to remain:
In lieu of correcting work not done in accordance with the Contract the Engineer may allow such work to remain & in that case may make allowance for the difference in value together with such further allowance for damages to the Employer as in his opinion may be reasonable.

9. BILL OF QUANTITIES:
9.1 scope of work:
Quantities specified are not actual quantities to be measured on completion of work. No liability shall attach to the Employer for any error that may be discovered therein.

9.2 Errors:
Should any error appear in the Scope of Work other than in the Contractor's privies & calculations it shall be rectified & such rectification's shall not vitiate the Contract but shall constitute a variation of the Contract & be dealt with as an authorised extra or deduction.

9.3 Sufficiency:
The Contractor shall be deemed to have satisfied himself before tendering as to the correctness & sufficiency of his Tender for the works & for the Item rate quote.

10. ENGINEER'S INSTRUCTIONS:
10.1 Engineer's Power to issue instructions etc:
Engineer may in his absolute discretion & from time to time issue further Drawings &/or written instructions details Directions & explanations which are hereafter collectively referred to as "Engineer's Instructions" in regard to:

a) Addition, reduction, omission or substitution of any work included in the Contract.
b) Variation or modification of the design quality character or kind of any work.
c) Variation in the levels lines position & dimensions of any part of the works.
d) Any discrepancy in the Drawings or between the Bill of Quantities and /or Drawings and /or Specification.
e) The removal from the site of any material brought thereon by the Contractor & the substitution of any other material therefore (Ref. Cl. 8.6)
f) The removal &/or re-execution of any work executed by the Contractor (Ref. Cl. 8.6)
g) The dismissal from the works of any person employed there- upon (Ref. Cl. 16.10)
h) The opening up of or inspection of any work covered up (Ref. Cl. 8.5)
i) All other instructions issued to him covering other aspects of the Contract.

The Contractor shall forthwith comply & fully execute any work comprised in such Engineer's Instructions provided always that verbal instructions directions & explanations given to the Contractor or his representative upon the works by the Engineer shall if involving as variation be confirmed in writing by the Contractor within 7 days & if not dissented from in writing within, further 7 days by the Engineer such shall be deemed to be the Engineers instructions within the scope of the Contract. Provided further that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this or other clause.

10.2 Failure by Contractor to Comply:
If the Contractor after receipt of written notice from the Engineer during the execution of work contract and during defect liability period, requiring compliance with such further Drawings &/or Engineer's Instructions fails within seven days to comply with the same the Engineer may employ & pay other persons/agencies to execute any such work whatsoever as may be necessary to give effect thereto & all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any monies due or which may become due to the Contractor.

11. ENGINEER’S REPRESENTATIVE:
11.1 Delegation of power etc by Engineer to Engineer's Representative:

The Engineer may from time to time in writing delegate to the Engineer's Representative any of the powers & authorities vested in the Engineer & shall furnish to the Contractor a copy of all such written delegations of powers & authorities. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation (but not otherwise) binds the Contractor and the Employer as though it had been given by the Engineer. Provided always as follows: -

a) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to dis - approve such work or materials and to order the pulling down removal breaking up or replacement thereof.

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

11.2 Duties of Engineer's Representative:

The duties of the Engineer's Representative are to check watch & supervise the works and to test and examine any materials to be sued for workmanship employed in connection with the works and the contractor shall afford the Engineer's Representative every facility and assistance for examining checking & measuring the works and materials.

11.3 Powers of Engineer's Representative:

The Engineer's Representative shall have no power to revoke alter enlarge or relax the requirements of this contract or to sanction any day work additions alterations deviations or omissions unless such an authority may be specially conferred by a written order of the Engineer. He shall have no authority to relieve the contractor of any of his duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract to order any work involving delay or any extra payment by the Employer.

11.4 Notice of non-approval:

The Engineer's Representative shall have to give notice to the Contractor or his agent about the non-approval of any work or materials and such work shall be suspended or the use of such materials should be discontinued until the decision of the Engineer is obtained.

The work will from time to time be examined by the Engineer or the Engineer's Representative but such examination shall not in any ways exonerate the contractor from the obligations to remedy any defect which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause the contractor shall take instructions only from the Engineer.

12. VARIATIONS EXTRAS AND THEIR VALUATION:

12.1 Variations not to vitiate Contract:

The Contract shall when directed in writing by the Engineer carry out any variation of the form quality or quantity of the works or any part thereof as stipulated in Clause 10 (Engineer's Instructions) & no such variation shall in way vitiate or invalidate the Contract. No such variation shall be made by the Contractor without an order in writing of the Engineer.

12.2 Variations ordered through Drawings:

No drawings shall be taken as in itself an order for variation unless in addition to the Engineer's signature it bears express words stating that it is intended to be such an order or bears a remark such as "VALID FOR CONSTRUCTION".

12.3 Payment for Variations / Extra work:

If compliance with the Engineer's Instructions as here-in-before provided in it involves work and / or expenses and / or loss beyond that contemplated by the Contractor then unless the same were issued owing to some breach of this contract by the contractor the Employer shall pay to the contractor on the concerned Engineer of the said work (as an extra to be valued as herein provided) and / or expenses and / or loss. Provided that no variation of rate or price shall be made unless as soon after the date of the order as it practicable notice shall have been given in writing by the contractor to the Engineer of his intention to claim extra payment of a varied rate.

12.4 Ascertainment of prices for variations:

Should it be found that any of the quantities or amounts of works are less or greater than specified for the works the valuation of such quantities amounts or variations shall be made in accordance with GSR / DSR/ CPWD rate analysis/ MPT schedule of rates or any relevant SSR.

a) The net rates or prices in GSR / DSR/ CPWD rate analysis/ MPT schedule of rates or any relevant SSR shall determine the valuation of the extra work whereas of a valuation of the extra work where extra work is of a similar character and executed under similar conditions as the work priced therein.

b) The net prices in the GSR / DSR/ CPWD rate analysis/ MPT schedule of rates or any relevant SSR shall determine the value of the items omitted. Provided if omissions vary the conditions under which any remaining items of work are carried out the prices for the same shall be valued under hereof.

c) Where extra work is not of similar character and /or executed under similar conditions as aforesaid or where omissions vary the conditions under which any remaining items of work are carried out or if the amount of any omission or addition relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Engineer the net rate or price contained in the GSR / DSR/ CPWD rate analysis/ MPT schedule of rates or any relevant SSR or for any item of the works involves loss of expense beyond that reasonably contemplated by the contractor or is by reasons of such omission or addition rendered unreasonable or inapplicable the other rate or price as in the circumstances he shall think reasonable and proper which shall be final and binding on the Contractor.

d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the GSR / DSR/ CPWD rate analysis/ MPT schedule of rates or any relevant SSR or the Tender or if not so stated then in accordance with the local day work rates & wages for the district provided, that in either case vouchers specifying the daily time (and if required by the Engineer the workmen's names) and materials employed are furnished at or before the end of the week following that in which the work has been executed.

12.5 Work not to be suspended:

Under no circumstances the Contractor shall suspend the works on the plea of non-settlement of rates of items falling under this Clause.

Pending finalisation deviation in quantities the contractor shall continue and be bound to continue and perform the works to the completion in all respect according to contract.

13. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

13.1 Provide everything for proper execution:

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent & meaning of the Drawings Specifications & Bill of Quantities taken together whether the same may or may not be particularly shown or described therein provided that the same can be inferred there from & if the Contractor finds any discrepancy in the Drawings or between the Drawings Specification & Bill of Quantities he shall immediately refer the same in writing to the Engineer who shall decide which shall be followed and his decision shall be final and binding on all parties.

13.2 Plant etc exclusive Use for the Works:

All Constructional plant temporary works and materials provided by the contractor as also all materials supplied by the Employer for the works shall when brought on to the site be exclusively intended for the construction and completion of the works and the contractor shall not remove the same or any part thereof from the site without the written consent of the Engineer which consent shall not be unreasonable withheld where the same is no longer immediately required for the purposes of completion of the work but the Employer will permit the contractor the exclusive use of all such Constructional plant & materials in & for the completion of the works until the occurrence of any event which gives the Employer the right to exclude the Contractor from the Site & proceed with the completion of the works.

13.3 Setting-out:

The contractor shall be responsible for the true and proper setting-out of the works in relation to original points lines and levels of reference given by the Engineer in writing and for the correctness (subject as above mentioned) of the position levels dimensions and alignment of all parts of the works and for the provision of all necessary instruments appliances & labour in connection therewith.

If at any time during the progress of the works any error shall appear or arise in the position levels dimensions or alignment of any part of the works the contractor on being required so to do by the Engineer shall at his own expenses rectify such error to the satisfaction of the Engineer.

The checking of any setting-out of any line or level by the Engineer shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all benchmarks sight-rails pegs and other things used in setting-out the works.

13.4 Centering scaffolding, fencing etc:

The contractor shall provide and maintain all his own cost during the execution of any works all the necessary centring scaffolding staging planking timbering strutting shoring pumping fencing hoarding, watching and lighting by nights as well as by days required not only for the proper execution and protection of the public & safety of any adjacent roads streets cellars vaults pavements walls houses buildings & all other erections matters or things. The contractor shall take down and remove any or all such centring scaffolding, staging, planking, strutting, shoring etc as occasion shall require or when ordered so to do and shall fully reinstate at his own cost & make good all matters and things disturbed during the execution of the works to the satisfaction of the Engineer.

13.5. Care of works and Protective Measures:

The contractor shall construct at his own expense all the temporary fencing / sidewalls, provide tarpaulins, etc. for protecting the sophisticated machinery & equipments of the Company near the workplace, during the execution of work contract. From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage loss of injury shall happen to the works or to any part thereof or to any Temporary works from any cause whatsoever shall at his own cost repair and make good the same so that at completion the works shall be in good order and conditions and in conformity in every respect with the requirements of the contract and also the Engineer's Inspections. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations.

In the event of failure on the part of the contractor to provide and maintain all the protective measures as aforesaid the Employer's engineer may with or without notice to the contractor put up fencing or improve the lighting or adopt such other measures as he may deem necessary and all the cost such procedure as may be adopted by the employer's engineer shall be borne by the contractor. In addition the engineer may impose such fines or penalty, as the engineer may deem reasonable under the circumstances.

13.6 Contractor's Office near Works:

The Contractor shall have an office near the works at which notice from the Employer may be served and shall between the hours of sunrise and sunset on all working days have a clerk or some other authorised person always present at such office upon whom such notices may be served and service of any notice left with such clerk or other authorised person or at such office shall be deemed good service upon the Contractor.

13.7 Provision of First Aid Box:

The Contractor shall at his own cost provide and maintain at the Site a standard first aid box as directed and approved by the Engineer for the use of his staff on Site.

13.8 Access to Works:

The Engineer and any person authorised by them shall at all times have free access to the works and to the Site and to the workshop factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained for the works.

The Contractor shall give every facility to the Engineer and their authorised representatives for inspection and examination and test of the materials & workmanship. No person unless authorised by the Engineer except the representative of public authorities shall be allowed on the works at any time. If any work is to be done at a place other than the Site or the works the Contractor shall obtain the written permission of the Engineer-in-Charge for doing so.

13.9 Clearance of Site during execution and on Completion of works:

During the execution and on completion of the works the Contractor shall remove from the Site, all constructional plant temporary works & any unused materials provided by him. He shall also clear away the site of all rubbish of every kind in a workmanship like manner & leave the whole of the site works clear and in orderly manner, at all times, and to the satisfaction of the Engineer-in-Charge. If the Contractor fails to remove the things as above within such reasonable time as may be allowed by the Engineer then the Employer may dispose of the same in a manner he deems fit & shall after deduction from the proceeds costs, charges & expenses of & in connection with such disposal, pay the balance, if any, to the Contractor.

14. CONTRACTOR'S SUPERINTENDENCE & EMPLOYEES ON WORKS:

14.1. Contractor's Superintendent:

The Contractor shall give or provide all necessary Superintendence during the execution of the works & as long thereafter as the Engineer-in-Charge may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix for the proper fulfilling of the Contractor's obligation under the Contract. The Contractor or his competent &

authorised agent or representative approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the works and shall give his whole time to the Superintendence of the same. If such approval shall be withdrawn by the Engineer the Contractor shall be as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal remove the agent from the Site & shall not thereafter employ him again on the site in any capacity & shall replace him by another agent approval by the Engineer. Such authorised agent or representative shall receive on behalf of the Contractor directions & instructions from the Engineer.

14.2 Contractor's Employees:
.The Contractor shall provide & employ in connection with the execution of the works.
a) Only such technical assistants as are skilled & experienced in their respective callings & such sub-agents foremen & leading hands as are competent to give proper supervision to the work they are required to supervise.
b) Such skilled semi-skilled & unskilled labour as is necessary for the proper & timely execution of the works. The Engineer shall be at liberty to object to & require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer miss-conducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable & such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the Engineer.

15. ASSIGNMENT SUB-LETTING AND SUB-CONTRACTORS:
15.1 Structure of the Firm:
The Contractor shall when required by the Employer produce documents such as Memorandum & Articles of the Company or firm or partnership etc. for inspection of the Employer & any further change after such production either in the form of alteration of the structure or partnership or association shall be made only with the prior approval of the Employer.

15.2 Assignment:
The Contractor shall not directly assign the Sub-Contractor any part thereof or any benefit or interest herein or hereunder (otherwise than by a charge in favour of the Contractors Bankers of any monies due or to become due under this Contract) without the prior written consent of the Employer.

15.3. Sub-letting:
The Contractor shall not sub-let the whole or any part of the work is without the prior written consent of the Engineer & such consent if given shall not relieve the Contractor from any liability or obligations under the Contract & he shall be responsible for the acts defaults & neglects of any sub-Contractor his agents servants or workmen as if they were the acts defaults or neglects of the Contractor his agents servants or workmen provided always that the provision of labour on a piecework basis shall not be deemed to a sub-letting under this Clause. Nothing contained in the Contract documents shall create any contractual relation between any Sub-Contractor & the Employer.

15.4 Nominated Sub-Contractor:
a) All specialists merchants tradesmen & others executing any works or supplying & fixing any goods for which prime Cost prices or provisional sums are included in the Bill of Quantities &/or Specifications who may be nominated or selected by the Engineer & hereby declared to be sub-Contractor employed by the Contractor are herein referred to as nominated Sub-Contractors.
b) The nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this Contract.
c) The nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor his servants or agents or any misuse by him or them of any scaffolding or other plant the property of the Contractor or under any workmen's Compensation Act in force.
d) Payment shall be made to the nominated Sub-Contractor within 30 days of receipt of the Engineer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Engineer proof that all nominated Sub-Contractor accounts included in the previous certificates have been duly discharged in default whereof the Employer may pay the same upon a Certificate of the Engineer & deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privacy of Contract as between Employer & Sub-Contract.

16. LABOUR/STAFF:
16.1 Engagement of Labour:
a) The Contractor shall make his own arrangement for the engagement of all skilled semiskilled & un-skilled labour (preference should be given to local labour) & all supervisory & skilled staff necessary for the execution of the works & provide all housing accommodation water supply transport sanitary & other convenience as may be necessary for his

employees the intention being that the Contract price shall be inclusive of all expenses whatsoever in connection with the Contractor's staff & work people.

b) The Contractor shall pay rates of wages and observe hours & conditions of labour not less favourable than those established by law or Government notification.

c) The Contractor shall at all times during the continuance of the Contract display for the information of his work-people at site in any factory workshop or any place occupied or used by him for the execution of the Contract a copy of this Clause.

16.2. Supply of Water at Site:

The Contractor shall provide on the Site to the satisfaction of the Engineer an adequate supply of drinking & other water for the use of Contractor's staff & work people for construction purposes.

16.3. Local Festivals, Religious, Customs etc:

The contractor at all times during the continuance of this contract shall in all his dealings with Local labour for the time being employed on the works contemplated by this contract have due regard to all local festivals & religious or other customs.

16.4 Alcoholic Liquor or Drugs:

The contractor shall not import sell give barter or otherwise dispose of any alcoholic liquor or drugs at site or permit or suffer any such importation sale gift barter or disposal at site by his Sub-contractors agents or employees.

16.5 Arms & Ammunition:

The Contractor shall not give barter or otherwise dispose of at Site to any person or persons any arms or ammunition of any kind or permit of suffer the same as aforesaid.

16.6. Epidemics:

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

16.7. Disorderly Conduct etc:

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees & for the preservation of peace & protection of person & property in the neighbourhood of the works against the same.

16.8. Labour Legislation:

The contractor shall at all times during the continuance of the Contract comply fully with all the industrial & labour laws rules regulations & recommendations enacted or prescribed by the State Government or the Central Government or other local authorities such as (but without limiting to)

a) Minimum Wages Act 1948 ,
b) Factories Act 1948
c) Workmen’s Compensation Act 1923
d) Employees Provident Funds & Family Pensions Fund Act 1952
e) Employees State Insurance Act 1948
f) Personal Injuries (Compensation Insurance) Act 1963

and shall keep the Employer indemnified in case any action is commenced for contravention by the Contractor of any of the stipulations of the said laws

The Contractor shall maintain record of wages & other remuneration paid to his employees in such forms as may be required by the Conciliation Office Central Ministry of Labour Government of India or such other authorities, persons appointed by the State Government.

16.9. Returns of Labour:

The Contractor shall deliver to the Engineer at his office a return in detail in such form & at such intervals as the Engineer may prescribe showing the supervisory staff & the member of the several classes of labour from time to time employed by the Contractor on the Site & such information with respect to labour as the Engineer may require.

16.9. Removal of Workmen:

The Contractor shall on the request of the Engineer immediately remove from the Site any person employed thereon who may in the opinion of the Engineer be unsuitable or incompetent. The Contractor shall likewise remove any person who

may in the opinion of the Engineer or the Employer's engineer misconduct himself. The instructions in this regard shall be in writing.

17. PROGRAMME, PROGRESS, DELAY, EXTENSION OF THE ETC:

17.1. Programme to be furnished:

As soon as practicable after the accordance of his Tender the Contractor shall submit to the Engineer for his approval a Programme showing the order of procedure & method in which he proposes to carry out the works and shall whenever required by the Engineer furnish for his information particulars in writing of the Contractor's arrangements for the carrying out of the works & of the Constructional plant & Temporary Works which the Contractor intends to supply use or construct as the case may be. The submission to & approval by the Engineer of such Programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

17.2. Possession of Site:

The Employer will give to the Contractor possession of the site fully or in parts as may be required to enable the Contractor to commence & proceed with the Programme referred to her in before (if any) & otherwise in accordance with such reasonable proposals of the Contractor as he shall by notice in writing to the Engineer make for proceeding with the construction of the works with due despatch in accordance with the said Programme or proposal (as the case may be). If the Contractor suffers delay from failure in accordance with the terms of this Clause the Engineer shall grant an extension of time for the completion of the works & the Contractor shall not be entitled for any price escalation or other compensation whatsoever.

17.3. Way-leaves etc:

The Contractor shall bear all expenses & charges for special or temporary way-leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the works.

17.4. Commencement of Works:

The Contractor shall commence the work on Site within the period named in the Tender after the receipt by him of an order in writing to this effect from the Employer & shall proceed with the same with due expedition & without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the Contractor's control.

17.5. Rate of Progress:

The whole of the labour materials constructional plant etc to be provided by the Contractor under Clause 6.1 hereof & the mode manner & speed of execution of the works are to be of a kind & conducted in a manner to ensure regular & diligent working for completion of the works by the prescribed time & to the satisfaction of the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer too slow he shall so notify the Contractor in writing & the contractor shall thereupon take such steps to expedite progress so as to complete the works by the prescribed time or extended time for completion as may be approved by the Engineer (Ref. Cl. 17.1).

17.6. Timing restrictions for the work:

The work shall be carried out with least disturbance to the production activities of the Employer. During working hours, works at the location of foundation shall be carried out strictly as per the instructions issued by Engineer and only if permitted by him.

The contractor shall take permission in writing of the Engineer for working on between sunset & sunrise or on Sundays & holidays observed by the Employer or during non working hours of the Employer except when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Engineer.

Granting of permission to work between sunset & sunrise or on Sundays & holidays as above will be entirely at the discretion of the Engineer & cannot be claimed by the Contractor as a matter of right & withholding of such sanction shall be no ground of complaint on the part of the Contractor or cause for compensation to him or excuse for not completing the works within the Contract period.

If however the Engineer required that the work shall be proceeded with on days & at times otherwise normally non-permissible under this Contract the Contractor shall proceed with the same diligently & the contractor shall not be entitled to any additional payment for doing so.

17.7. Delay and Extension of Time:

If in the opinion of the Engineer the works be delayed

a) by force major, or

b) by reason or civil commotion, local combination of workmen strike or lock-out affecting any of the trades employed upon the works, or

c) by reason of such of the Engineer's Instructions in Clause 10.1 which involve addition or variation of any work for which the Contractor is not responsible, or

Then in any such case the Engineer shall make a fair & reasonable extension of time for completion of the works under the Contract.

Provided that the Engineer is not bound to take into account any of the above causes or circumstances unless the Contractor has delivered in time to the Engineer full & detailed particulars of any claim to extension of time to which he may consider himself entitled in order that claim may be investigated at the time. The contractor shall nevertheless constantly use his endeavours to prevent any delay & shall do all that may reasonably be required to proceed with works to the satisfaction of the Engineer.

17.8 Employer's delay in progress:

The Employer may delay the progress of the works due to any reason whatsoever without vitiating the Contract & grant such extension of time for the completion of the Contract as he may think proper & sufficient in consequence of such delay & the Contractor shall not make any claim for price escalation, compensation or damage in relation thereto.

17.9 Penalty for delay in completion:

The work shall be completed within the period as specified in the “Appendix” of the tender. Timely completion is the essence of contract and in the event of any delay in completing the job within the stipulated period; contractor shall be liable to pay liquidated damages as specified in the “Appendix”.

The Employer may without prejudice to any other method of recovery deduct the amount of such damages from any monies in his hands due or which may become due to the contractor. The payment of deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

18. AUTHORITIES NOTICES PATENT RIGHTS AND ROYALTIES:

18.1. Notice under Governmental Authorities etc:

The Contractor shall comply with & give all notices required under any Governmental Authority Instrument Rule or order made under any Act of Parliament State Lay or any Regulation or Byelaw of any local authority or public utility concern relating to works or to any Temporary works. He shall before making any variation from the contract Drawings or Specification necessitated by such compliance given to the Engineer written notice specifying the variation proposed to be made & the reason for making it & apply for instructions thereon. In case the Contractor within seven days of having applied for the same does not receive such instructions he shall proceed with the work conforming with the provisions regulations or bye laws in question & any variation thereby necessitated shall be deemed to be a variation under Clause 12 of these conditions.

18.2 Fees Payable:

The Contractor shall bring to the attention of the Employer all notices required by the aforesaid Acts Regulations or by-laws to be given to an Authority & pay to such Authority or to any public Officer all fees that may be properly chargeable in respect of the works & lodge the receipts with the Employer underwritten intimation to the Engineer.

18.2. Contractor to keep Employer indemnified against penalties etc:

18.3 The Contractor shall keep the Employer indemnified against all penalties & liabilities of every kind for breach of any statute ordinance or Law Regulation of bye-law referred to here-in-before provided always that the Employer will repay or allow to the Contractor all such sums as the Engineer shall certify to have been properly payable & paid by the Contractor in respect of such fees other than fees which the Contract requires the Contractor to pay which fees shall be included in cost.

18.4 Patent Rights Royalties etc:

The Contractor shall save harmless & I indemnify the Employer or any agent servant or employee of the Employer against all claims & proceedings for or on account of infringement of any patent rights designs trade-mark or name or other protected rights in respect of any Constructional plant machine works or materials used for or in connection with the works or temporary works & from & against all claims demands proceedings damages costs charges & expenses whatsoever in

respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims & shall himself pay all royalties licence fees damages costs & charges of all kind & every sort that may be legally incurred in respect thereof.

19. TRAFFIC:

19.1 Interference with Traffic & adjoining Properties:

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

20. DEFECTS AFTER COMPLETION:

20.1. Search for Cause of Defects:

The Contractor shall if required by the Engineer in writing search for the cause of any defect imperfection or fault under the directions of the Engineer. Unless such defect imperfection or fault shall be one for which the contractor is not liable under the contract the cost of the work carried out by the contractors in searching as aforesaid shall be borne by the Employer. But is such defect imperfection or fault shall be one for which the contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the contractor & he shall in such case repair rectify & make good such defect imperfection or fault at his own expenses in accordance with the provision of this Clause.

20.2 Rectification of Defective work etc by Contractor:

Any defect imperfection shrinkage settlement or other fault which may appear within the Defects Liability period stated in the Appendix hereto or if none stated then within 12 months after the virtual completion & in the opinion of the Engineer is due to the use of the materials or workmanship not in accordance with the contract or to neglect or failure on the part of the Contractor to comply with any obligation expenses or implied on the contractor's part under the contract shall upon the direction in writing of the Engineer & within such reasonable time as shall be specified therein be repaired amended rectified constructed and made good by the contractor at his own cost. If in the opinion of the Engineer such necessary shall be due to any other cause the value of such work shall be ascertained & paid for as if it were additional work.

20.3. Remedy on Contractor's failure to carry out rectification etc:

If the contractor shall fail to carry out any such work as aforesaid required by the Engineer & if such work is work which would have been carried out by the Contractor at his own cost the employer shall be entitled to carry out such work by his own workmen or by other contractors & all damages loss & expenses consequent thereon or incidental there to shall be made good & borne by the contractor & such damage loss & expense shall be recoverable from him by the Employer upon the Engineers certificate in writing from any monies due or that may become due to the contractor.

21. INSURANCE:

21.1 Insurance in respect of Damage to persons & property:

21.1.1. Contractor liable for injury damage etc:

The Contractor shall be liable for all injury to person’s animals or things & for all structural & decorative damage to property, which may arise from the operations or neglect of himself or any of his Sub-Contractor's employees whether such injury or damage may arise from carelessness accident or any other cause whatsoever in any way connected with the carrying out of this contract. This clause shall be held to include inter-alia any damage to building whether immediately adjacent or otherwise any damage to trenches, roads footpaths canals or other waterways culvert bridges & the work forming the subject of this contract by earthquake rains floods & storms or other inclemency of weather.

21.1.2. Contractor to reinstate all Damage:

The contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver the whole of the works complete & perfect in every respect & so as to make good or otherwise satisfy all claims for damages to the property of third parties.

21.1.3. Contractor to indemnify Employer:

The contractor shall save harmless & indemnify the employer in respect of:

a) Any expenses arising from any injury or damage to persons or property as aforesaid,
b) Any claim made under any Act of Government or otherwise in respect of injury or damage as aforesaid,
c) Any award of compensation or damages upon any claims as above,

d) Any claim against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof,

e) Any claim which may be made upon the Employer whether under the workmen's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or of any of his Sub-Contractors,

f) Any costs charges or expenses arising out of any claim or proceedings & in respect of any award of compensation of damages arising there from.

The Contractor shall at his own expenses effect & maintain until the Virtual completion of the contract with an approved Insurance Company a policy or policies of Insurance in the joint names of the Employer & the Contractor against all the risks aforesaid & deposit such policy or policies with the Employer from time to time during the currency of the Contract.

21.1.4. Remedy on Contractor's failure to insure:

If the Contractor shall fail to effect & keep in force the insurance referred to herein before or any other insurance which he may be required to effect under the terms of the Contract then & in any such case the employer may affect & keep in force any such insurance & pay such premium or premiums as may be necessary for that purpose & from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due from the contractor or recover the same as a debt due from the contractor. The employer with the concurrence of the Engineer shall be at liberty & is hereby empowered to deduct the amount of any damages compensation costs charges & expenses arising or acquiring from or in respect of any claims or damages from any sums due or to become due to the contractor.

21.2. FIRE INSURANCE:

21.2.1. The Contractor shall at the time of signing the contract insure the works & keep them insured until the Virtual completion of the contract against loss or damage by fire & other allied risk with an Insurance Company to be approved by the Employer in the joint names of the Employer & the Contractor for the full amount of the contract & for any further sum if called upon to do so by the Engineer the premium of such further sum being allowed to the contractor as an authorised extra. Such policy shall cover the property of the employer only fees for assessing the claim & in connection with his services generally therein & shall not cover any property of the Contractor or of any his Sub-Contractors or employees. The contractor shall deposit the policy & receipt for the premium with the employer within twenty-one days from the date of signing the contract unless otherwise instructed by the engineer.

21.2.2. Remedy on Contractor’s failure to insure:

If the contractor shall fail to effect & keep in force the insurance referred to herein before or any other insurance which he may required to effect under the terms of the contract then and in any such case the employer may affect & keep in force any such insurance & pay such premium or premiums as may be necessary for that purpose & from time to time deduct the amount so, paid by the employer as aforesaid from any monies due or which may become due to the contractor or recover the same as a debt from the contractor.

21.2.3. Extension of Time:

The contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion, as the Engineer deems fit.

21.3 Contractor responsible for anything excluded from Insurance policies:

The contractor shall be responsible for anything, which may be executed from the insurance policies above referred to whether taken by the contractor or by the employer & also for all other damages to any property arising out of & incidental to the negligent or defective carrying out of this contract.

21.4 Contractor to proceed with reinstatement:

Unless upon notification of any claim the Insurance Company elects to reinstate or rectify the defects itself the contractor shall irrespective of the acceptance / settlement or otherwise of the claim by the Insurance Company proceed with all due diligence with the completion or reinstatement or rectification of the works in the same manner & in all respect under the same conditions of contract.

22. MISCELLANEOUS:

22.1 Removal of all offensive matter:

All soil filth or other matter of an offensive nature taken out of any trench sewer drain cesspool or other place shall not be deposited on the surface but shall at once carried away by the contractor to some pits or place provided by him & shall be disposed of as per Rules & Regulations of the local authorities concerned or as may be directed by the employer.

22.2 Materials obtained from Excavation:
Materials of any kind obtained from excavation of the site shall remain the property of the employer and shall be disposing of as the employer may direct.

22.3 Fossils coins etc:
All fossils coins articles of value or antiquity & structures & other remains or things of geological or archaeological interest discovered on the site of the works shall as between Employer and Contractor deem to be absolute property of the employer & the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately upon discovery thereof & before removal acquaint the employer of such discovery & carry out at the expense & instructions of the employer the disposal of the same.

22.4 Lease of Ground:
The Employer shall not charge the Contractor for his own un-rented ground but shall on no account be responsible for the expenses incurred by the contractor for hired ground.

22.5 Noise & other disturbance:
The contractor shall indemnify the employer from & against any liability for damages on account of noise other disturbance created while or in carrying out the works & from and against all claims demands proceeding costs charges & expenses whatsoever in regard or in relation to such liability.

22.6 Notices:
(i) Any notice to be given to the contractor under terms of the contract shall be served by sending the same by post to or leaving the same at the contractor's principal place of business or at site office. (Or in the event of the contractor being a Company to or at its registered office).
(ii) Any notice to be given to the employer under the terms of the Contract shall be served by sending the by post to or leaving the same at the office of the employer.

PART – C MEASUREMENTS CERTIFICATES AND PAYMENTS:
23. MEASUREMENT OF WORKS:
23.1 Work done determined by measurement:
The Engineer shall accept as otherwise stated ascertain & determine by measurement the value of work done in accordance with the contract.

23.2 Items to be entered in prescribed books:
All items shall be entered in measurement book level etc as prescribed by the employer so that a complete record is obtained of all the work performed under the contract.

23.3 Measurements to be taken jointly:
Measurements shall be taken jointly by the Engineer and by the contractor & the contractor shall without any extra charge provide assistance with every appliance & other things necessary for measurements.

The Engineer may from time to time intimate the contractor that he requires the works to be measured & the contractor shall forthwith attend or send a qualified agent to assist the Engineer in taking such measurement & calculations to furnish all particulars or give all assistance required by either of them.

Measurements shall be signed & dated by both parties on the site on completion of measurement. Should the contractor not attend or neglect or omit to send such agent then the measurement taken by the Engineer shall be taken to be the correct measurement subject to approval by the Engineer.

For the purpose of measuring such permanent work as is to be measured by records & drawings the Engineer shall prepare record & drawings month by month of such work & the contractor as & when called upon to do so in writing shall within 14 days attend to examine & agree such records and drawings with the Engineer & shall sign the same when so agreed any such records & drawings they shall be taken to be correct. If after examination of such records & drawings the contractor does not agree the same or does not sign the same as agreed they shall nevertheless be taken to be correct unless the contractor shall within 14 days of such examination lodge with the Engineer for his decision notice in writing of the respects in which such records & drawings are claimed by him to be incorrect.

The contractor or his agent may at the time of measurement take such noted & measurements as he may require.

All authorised extra work omissions and all variations made without the Engineer's knowledge if substantially sanctioned by him in writing shall we included in such measurements.

23.4 Method of measurement:
Except where any general or detailed description of the work in the scope of work or Specifications expressly shows to the contrary scope of work shall be deemed to have been prepared & measurements shall be taken in accordance with the procedure set forth in the contract notwithstanding any provisions in the relevant standard method of measurement or any general or local custom.

24. CERTIFICATES AND PAYMENTS:
24.1 Virtual completion certificate:
24.1.1. Issue of virtual completion certificate:
As soon as the work are completed in all respect the contractor shall give notice in writing of such completion to the Engineer in order to enable the Engineer within 30 days of receipt of such notice to furnish the contractor with a certificate of virtual completion indicating.
a) the date of completion
b) The defects to be rectified and / or
c) Items for which payment shall be made at reduced rates.

When separate period of completion have been specified for items or groups of items the Engineer shall issue separate Virtual completion certificates for such items or groups of items.

The Defects liability period shall commence from the date of Virtual completion certificate.

No certificate of virtual completion shall be issued nor the works be considered to be complete till the contractor shall have removed from the site all constructional plant. Temporary works scaffolding surplus materials etc except such as required for rectification of defects & cleaned all dirt & rubbish etc from parts of site in upon or about which the works have been executed or of which he may have had possession for the purpose of execution thereof & made the whole site fit for immediate occupation or use to the satisfaction of the employer.

24.1.2. Occupation before virtual completion:
If at any time before completion of the entire works items or groups of items for which separate periods of completion have been specified are completed & the employer with the consent of the contractor takes possession of any part or parts of the same (any such part or parts being hereinafter in this condition referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere in this contract:
a) Within 30 days (thirty days) of date of completion of the relevant part the Engineer shall issue a virtual completion certificate for relevant part provided the contractor fulfil his obligations for the relevant part as in clause 24.1.1 above.
b) The "Defects liability period" in respect of the relevant part shall be deemed to have commenced from the certificate date of virtual completion such relevant part.
c) for the purpose of ascertaining compensation for delay under clause 17.8 in respect of any period during which the works are not complete the relevant part shall be deemed to form a separate item or group with date of completion as given in the contract or as extended under clause 17.7 & actual date of completion as certified by the engineer under this clause.

24.2. Final certificate:
24.2.1. Issue of Final Certificate:
The contract shall not be considered as complied until a final certificate shall have been signed by the engineer stating that the works have been completed to his satisfaction. The Final certificate shall be given by the Engineer 28 days after the expiration of the defects liability period or as soon after the expiration of such period as the works shall have been finally completed & all defects made good according to the true intent & meaning hereof whichever shall happen notwithstanding any previous entry on the works or the taking possession working or using thereof or any part thereof by the employer.

24.2.2. Approval only by final certificate:
No certificate other than the final certificate shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the engineer nor shall any other certificate conclude or prejudice any of the powers of the engineer.

24.2.3. Cessation of Employer's liability:
The employer shall not be liable to the Contractor for any matter or things arising out of or in connection with the Contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the giving of the final certificate under this clause.

24.2.4. Unfulfilled obligation:
Notwithstanding the issue of the Final certificate the contractor & (subject to sub-clause 24.2.3, above) the employer shall remain liable for the fulfilment of any obligation incurred under the provision of the contract prior to the issue of the final certificate which remains unperformed at the time such certificate is issued & for the purposes of determining the nature & extent of any such obligation the contract shall be deemed to remain in force between the parties hereto.

24.3. Payments:
The contractor shall be paid by the employer from time to time by instalments under Interim Certificate to be issued by the engineer to the contractor on account of the works executed when in the opinion of the engineer work to the approximate value named in Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this contract & such amount as the engineer may consider proper on account of material delivered upon the site by the contractor for use in the works. And when the works have been virtually completed the contractor shall be paid by the employer in accordance with the certificate to be issued by the engineer the sum of money named therein including sums retained if any from the Interim certificates.

And the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the engineer. Provided always that the issue by the Engineer of any certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability in cases of fraud dishonesty or fraudulent concealment relating to the work or materials or to any matter dealt with in the certificate & in case of all defects & insufficiencies in the works or materials which reasonable examination would not have disclosed.

No certificate of the engineer's representative shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

Payments upon the Engineers Certificate shall be made within the period in the Appendix as period of Honouring of certificates after such certificates have been delivered to the employer.

PART - D SUSPENSION OF WORKS TERMINATION OF CONTRACT AND ARBITRATION

25. SUSPENSION OF WORK:
25.1. The Contractor shall on the written order of the engineer suspend the progress of the works or any part thereof for such time or times & in such manner as the engineer may consider necessary & shall during such suspension properly protect & secure the work so far as his necessary in the opinion of the consulting engineer. The extra cost including all running wages to be paid on the site salaries depreciation & maintenance of plant site on - costs & general overhead costs of the contract incurred by the contractor in giving effects to the engineers instructions under this clause shall be borne & paid by the employer unless such suspension is:
a) Otherwise provided for in the contract or
b) Necessary for the proper execution of the work or by reason of weather conditions effecting the safety or quality of the works or by some default on the part of the contractor or
c) Necessary for the safety of the works or any part thereof.

Provided that the contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine such extra payments to be made to the contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable.

25.2 If on the written order of the engineer (in this Sub-clause refer to as a "Suspension Order') the progress of the works or any parts thereof shall be suspended for a period or consecutive period amounting in all to 90 days or if the engineer having previously issued a suspension order for a period which has lasted less than 90 days shall within less than 90 days from the expiration of that period of suspension issue a further suspension order either in respect of the whole of the works or (where the previous suspension order has affected only a part) affecting or including that part then & in any such case the contractor may serve a written notice on the engineer requiring permission within 28 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the contractor by a further written

notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the works as an omission of such part under clause 12.1 hereof or where it affects the whole works as an abandonment of the contract by the employer.

26. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor being and individual or firm commits any 'Act of Insolvency' or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court or of the Official assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so to the reasonable satisfaction of the Engineer that he is able to carry out and full the Engineer-in-Charge or if the contractor (whether an individual or firm or incorporated Company) shall suffer execution to be issued,
Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor,
Or shall assign or sublet this contract without the consent in writing of the Engineer first obtained,
Or shall charge or encumber this contract or any payments due or which may be due to the Contractor hereunder,
Or if the Engineer shall certify in writing to the employer that the Contractor:

i) has abandoned the contract or,
ii) Has failed to commence the work or has without any lawful excuse under this conditions has been suspended the progress of the works for 14 days after receiving from the Engineer's written notice to proceed or
iii) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Engineer's written notice that the said materials or work were condemned and rejected by the Engineer under these conditions or
v) has neglected persistently flagrantly to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same or
vi) Has to the detriment of good workmanship or in defiance of the Engineer's Instructions to the contrary sublet any part of the contract.

Then and in any of the said cases the Employer with the written consent of the Engineer may notwithstanding any previous waiver after giving seven days notice in writing to the contractor determine the contract but without hereby affecting the powers of the engineer to continue in force in full as if the contract has not been so determined as if the works subsequently executed had been executed by or on behalf of the contractor.

Any further the employer under approval of Engineer has by his agents or servants may enter upon and taken possession of the works and all constructional plants temporary works and materials laying upon the site or the adjourning lands or roads and use the same as his own property or may employ the same by means of his own servants and workman in carrying out and completing the works or by employing any other contractors or other persons may complete the works and the contractor shall not in any way interrupt or do any act matter things to pre vent or hinder such other contractors or other person or persons employed for completing and finishing or using the constructional plants, temporary works material for the works. When the works shall be completed or as soon thereafter as convenient the engineer shall give a notice in writing to the contractor to remove his surplus materials and should the contractor fail to do so within a period of 14 days after receipt thereof by him the employer shall sell the same by Public auction and shall given credit to the contractor for the amount realised. The engineer shall thereafter ascertain and certify in writing what (if anything) shall be due or payable to or by the employer for the value of the said constructional plant temporary works & materials so taken possession of by the employer & the expenses or loss which the employer shall have been put to in procuring the works to be completed & the amount if any owing to the contractor & the amount which shall be so certified shall there upon be paid by the employer to the contractor or by the contractor to the employer as the case may be & the certificate of the engineer shall be final & conclusive between the parties.

27. TERMINATION OF CONTRACT BY CONTRACTOR:

If payment of the amount payable by the employer under certificate of the engineer with interest as provided for hereinafter shall be in arrears & unpaid for 30 (thirty) days after notice in writing requiring payment of the amount with interest as aforesaid shall have been given by the contractor to the employer or if the employer interferes with or obstructs the issue of any such certificate or if the employer commits any Act of Insolvency or if the employer (being an Incorporated Company) shall have an order made against him or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily or of the official liquidator or the employer shall repudiate the contract or if the official liquidator in any such winding up shall be unable within fifteen days after notice to him requiring him so to do to show

to the reasonable satisfaction of the contractor that he is able to carry out & fulfil the contract & to make if required by the contractor to give security for the same or if the works be stopped for three months under the order of the engineer or by an injunction or other order of any court of law.

Then and in any of the said cases the contractor shall be at liberty to determine the contract by notice in writing to the employer through the engineer & he shall be entitled to recover from the employer payment for all works executed & for any loss he may sustain upon any constructional plant temporary works or material supplied or purchased or prepared for the purpose of the contract.

In arriving at the amount of such payment the net rates contained in the contractor original tender shall be followed or where the same not apply valuation shall be made in accordance with Mormugao Port Trust schedule of rates.

28. ARBITRATION:

a) In the event of any question, dispute or differences arising under the agreement resulting from this tender or in connection therewith (including a dispute relating to the validity or existence of this Agreement), the parties agree to settle the same amicably by mutual discussions within a period of 90 (Ninety) days of service of a written notice from either Party to the other Parties, referring / raising the dispute, to resolve the dispute in good faith.

b) If the parties failed to resolve the dispute within the aforesaid period of 90 (Ninety) days, then by consent of the Parties, it is agreed that Chairman & Managing Director of GSL shall appoint a Sole Arbitration to adjudicate the disputes. The Arbitrator so appointed shall have neither direct or indirect, past or present relationship with or interest in any of the disputing parties or in relation to the subject matter in dispute; whether financial, business, professional or other kind whatsoever. The Arbitration & Conciliation Act, 1996 and amendments thereto shall be applicable. The arbitration shall be governed by the Laws of India and the language of Arbitration shall be English. The award of the Arbitrator shall be final and binding on the parties.

c) Upon any & every reference for the award, as aforesaid, the cost of the proceedings including all expenses incidental there to shall be in the discretion the arbitrator.

d) The seat and venue of arbitration proceedings shall be in Vasco – da – Gama, Goa, or such other place, as the arbitrator may decide.

JURISDICTION:

In the event of any dispute remaining unresolved through arbitration, the same shall be subject to the jurisdiction of the "Courts in Goa".

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SHEDULE 'A'
FORM OF AGREEMENT

(To be submitted along with tender by duly uploading the format giving complete details as given below)

1. ARTICLE OF AGREEMENT made the _____day of _____
Between M/s. Goa Shipyard Limited, Vasco - da - Gama, Goa (hereinafter called "The Employer") of the one part and M/s. _____

_____(hereinafter called "The Contractor" of the other part.

2. Whereas the Employer is desirous of carrying out the work relating to the provision for "**Providing 3 tire bunk beds for GSL Transit Hostel, Chicalim**" work to be done.

3. AND WHEREAS the Employer has called for tenders and has accepted the Tender by the Contractor for the "**Providing 3 tire bunk beds for GSL Transit Hostel, Chicalim".** At Vaddem, Vasco Goa the aforesaid Drawings (hereinafter referred to as 'The Contract Drawings') and the aforesaid specifications and Bill of Quantities have been signed by or on behalf of the parties hereto for the purpose of identification.

4. AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the document annexed hereto (hereinafter referred to as 'the said Contract') the work shown upon the said contract Drawings and described in the said specification and included in all scope of work for such sum's as may be ascertained to be payable.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

i) In consideration of the said Contract Amount quoted by the contractor to be paid at the times & in the manner set forth in the said conditions the Contractor hereby consonants with the Employer to execute & complete the **"Providing 3 tire bunk beds for GSL Transit Hostel, Chicalim".** For GSL shown upon the said drawings & described in the said specifications & scope of work in conformity in all respects with the provisions of this Agreement & the Contract.

ii) The Employer hereby convenience to pay the Contractor the said Contract Amount or such other amount/s as shall become payable here under in consideration of the execution & completion of the **"Providing 3 tire bunk beds for GSL Transit Hostel, Chicalim".** For GSL at the time & in the manner prescribed by the Contract.

ii) The Contract shall be a fixed Item rate Contract to carry out work in respect of the said ALLIED SERVICES for the **"Providing 3 tire bunk beds for GSL Transit Hostel, Chicalim".** at Vaddem, Vasco, Goa.

iv) Time shall be essence of this Agreement & the contract and the Contractor hereby agrees to commence the work within the period on placing the order on him to commence the work as prescribed by the Contract & shall complete the entire work within the prescribed period of completion as per the Contract.

v) This Agreement & Contract shall be deemed to have been made in Goa & any question for dispute arising out of or in any way connected with this Agreement & Contract shall be deemed to have arisen in Goa & only the Court of competent jurisdiction for Goa shall have jurisdiction to determine the same.

In the witness whereof the parties hereto have executed this Agreement the day & year above mentioned.

Signed & sealed by

_____

_____

Of M/s.
The Employer in the presence
Of Shri _____

AND (EMPLOYER)
Shri _____
Signed & sealed by

_____

Of M/s. _____
The Contractor in the presence of (CONTRACTOR)

Shri _____

GENERAL SAFETY RULES FOR CONTRACTORS

1. These safety rules are promulgated for the guidance of the Contractors. These rules in no way relieve a contractor from his obligations, under various statutory rules and regulations.

2. Before starting any work in the GSL premises, the contractor will be issued with these rules and he is required to give a declaration in the attached form, that he has received one copy of the GSL safety rules for contractors, and will abide with the rules laid therein.

3. GSL reserves the right to suspend the work, in the event the contractor is found not complying with the rules, or instructions with regard to safety practices for which no claims for compensation of any kind will be entertained.

4. To ensure the safe conduct of safety operations, a representative of the contractor should maintain appropriate contact with the officer-in-charge of the work as may be necessary to acquaint himself with any changed conditions or other matters relating to the safety performance.

5. All regulations, codes and ordinances of the Government of India, Govt. of Goa and local Municipal Corporation regarding safety will be applicable to the contractors. The decision of GSL Safety Officer or any Officer appointed on his behalf with regard to safety aspect shall be final & binding on the contractor.

6. The contractor is responsible for compliance of these rules by his contract workmen.

7. Only employees cleared by GSL should be employed for the operation of any type of equipments. Contractor's employees should not enter the areas where the nature of contracted work does not require their presence.

8. Any accidents occurring to contractor's personnel must be promptly and immediately reported by the contractors or his representative to the Safety Officer and Manager Personnel and Administration within one hour of occurrence of the accident in addition to the Officer-in-Charge of the work and this should be followed up by an accident report in the form prescribed by the Company.

9. In the case of electrical accidents, the report should be made in accordance with Rule 44A of Indian Electricity Rules 1956 and the form shall be in accordance with Annexure XIII to the Indian Electricity Rules 1956. The report should be furnished to the Executive Engineer, Electrical, within 48 hours of occurrence of electrical accident. Immediately on occurrence of an electrical accident, the operator in the Main Receiving Station should be informed.

10. Precautions in use of electrical energy:

(a) The contractors should ensure that they are complying with all the regulations under the Indian Electricity Act, 1910 and relevant rules.

(b) All power cables used shall be armored cables.

(c) All apparatus and connections shall be sufficient in size and power. HRC fuses should be used in all fuse/switch fuse units.

(d) Double earthing shall be provided for all appropriate switchboards etc.

(e) Overhead power cables are to be restricted to the minimum possible and should be attached to a GI guy wire by means reel insulators.

(f) No cable carrying electrical current is to be laid on working floor areas. Temporary connections for 3-phase, 440 volts and above will have to be done under supervision of authorised Power- house attendant.

(g) Surplus cables kept bundled at the end of supply line shall be neatly done and secured properly.

(h) Earthing points should not be extended by looping.

(i) Electrical installations, wiring, etc are to be carried out only through a licensed Electrical Contractor holding a valid licence issued by the Licensing Board of the Electrical Inspectorate, Goa.

(j) Electric switches or circuits, unless wholly owned and solely used by the contractor should not be energized /de-energized unless authorised by the Officer-in-Charge of GSL.

(k) Portable power tools shall be effectively earthed.

11. The storage, handling and use of hazardous material in the yard must be approved by the Safety Officer.

12. House keeping:
(a) The contractor should be responsible for the orderliness and cleanliness at the job site.
(b) The contractor should take precautions to prevent tripping hazards caused by hoses and welding lines etc.

13. Fire Hazards:
(a) The contractor should ensure that adequate and appropriate fire extinguishing arrangements are provided for their equipments.

(b) Contractor's workmen should obey all signs and special rules regarding smoking and fire prevention.

(c) In the event of fire, the contractors should notify the security officer at once giving the exact location and nature of fire. He should attempt operations to extinguish or control the fire until assistance arrives.

(d) Where property is exposed to the hazards of fire, open fires will not be permitted.

(e) Gas or oil fired heaters must not be placed close to any combustible and inflammable material. Their burners must be adjusted and maintained so that there is no risk of accidental fire nor of the emission of smoke or fumes.

(f) Inflammable liquids must be handled in safe cans or containers approved by GSL and shall be sorted, in the locations acceptable to GSL. All such containers must be clearly labelled.

(g) Fire retardant tarpaulins are to be used whenever required.

14. Excavations:
(a) The area beneath overhead work should be "roped off and signs "Danger, men working above" should be placed to warn the men moving below.

(b) Excavations should be protected by positional guards and visible warning lights should be placed both during day and night to warn approaching traffic. Precautions should be taken to prevent "cave-ins" of the excavations.

(c) Proper and adequate timber shoring and bracing should be provided to prevent sliding or slipping of loose or unstable soil, rock or other material in excavated pits / trenches.

(d) Under cuttings or trenches and other excavations should be avoided.

(e) Excavated materials should be put away from the edges of the excavated trench to avoid slipping of the excavated material back into the trench.

(f) The contractors working in man holes or pits below the ground level must acquaint himself and advise his employees of the hazards of gas or liquid level and take proper precautions when men are at work, the manhole cover should be kept away from opening and a sign board placed indicating "men at work" preferably with the stand of the sign board resting through the manhole with board above the ground.

(g) Open manholes must be protected by adequate barricade. Manhole covers should be replaced promptly when work is suspended or completed.

15. Welding & Cutting:

(a) Only qualified employees under the supervision of a qualified supervisor should be allowed to use oxy-acetylene equipments. The minimum qualifications should be ITI.

(b) Electric welding should be carried out only by qualified welders under the supervision of a qualified supervisor. The minimum qualifications should be ITI.

(c) Welders should be provided with and use adequate personal protective equipments while working.

(d) Cylinders should be secured in upright position.

(e) Wherever required shielding to be carried out during arc welding.

(f) Arc welding equipment should be properly earthed. While welding, it should be ensured that no equipment forms part of the ground return.

(g) Adequate precautions should be taken during welding or gas cutting against hazards such as electric shocks, burns, fumes, fires, explosion and arc eyes etc.

(h) Gauntlet gloves should be worn while welding or gas cutting.

(i) Outer cloth worn should be free from oil or grease.

(j) Goggles or welder's helmets should be worn during welding.

(k) Barriers should be erected to protect other persons in the vicinity from rays or electric arcs or welding flames wherever required.

(l) Goggles should be worn while chipping the welding slag.

(m) Adequate ventilation should be provided while welding or cutting in confined spaces.

(n) When welding or gas cutting in elevated positions, precautions should be taken to prevent sparks or hot metal slag falling out to the people or to the combustible and flammable material below.

(o) Before welding or cutting a pipe, tanks or container, which had carried flammable material, it should be thoroughly cleaned and gas-freed and if necessary " Hot work Certificate" from the Controller of Explosives should be obtained.

16. Contractors should ensure that First Aid boxes are provided at the work spot and they should ensure proper medical care of injured persons.

17. Personal protection equipment:

(a) Contractors should ensure that all their employees are equipped with proper personal protective equipments for the work they are entrusted with.

(b) All the employees of the contractors should wear approved safety gear depending on the work they are engaged.

18. Cranes & hoists vehicles:

(a) When the contractor's employees are exposed to the movement of cranes, the contractor's supervisor should consult the Officer-in-Charge before deputing his men on the job.

(b) When the contractor's employees are exposed to movements of cranes he should provide a look out man for the protection of his employees.

(c) Only authorised employees should be allowed to operate hoisting equipments and mobile cranes if permitted by GSL.

(d) Only authorised employees should be allowed to drive vehicles in the yard, if permitted by GSL.

(e) All traffic rules, signs and speed limits must be observed by all the employees of the contractor.

(f) Contractors should not park their vehicles or store their materials in such a way that it will be a hindrance to the smooth flow of traffic in the yard.

19. Lifting and tackles:

(a) Workmen in charges of the working squad should be responsible for the safe loading and use of ropes, chains, cables, slings, jacks, skids and other hoisting and lifting apparatus. In no case such equipments should be used unless and until the man in charge is satisfied that it is free from defects and are safe or use.

(b) Before operating cranes, derrick or hoisting equipment's, the operator should sound a warning and he will accept signals only from one person for starting the work of raising, lowering and swinging loads.

(c) The operator should stop immediately all operations on receiving emergency stop signals from any one.

(d) No workmen should move near the cable under tension and within the angle formed by the ropes or cables.

(e) When anyone is found in the danger zone, the hoist operator should never place tension on rope or cable.

(f) Care must be taken to see that cables chains and other hoisting equipments are not unduly stressed by improper use.

(g) All ropes, cables, chains, slings, etc should be immediately discarded when they are worn out or deteriorated to the point where their safe use may be doubtful.

(h) Wire ropes should be spliced and not joined.

(i) New links should be inserted by competent persons.

(j) Wire ropes or cables should not be allowed to kink.

(k) When applying U- Bolts and clips to cables, adequate number should be used.

(l) Hooks, rings, and other fittings used on chains, cables should be of a carrying capacity higher than that of the chain or cable.

(m) Natural and synthetic fiber ropes should be properly cared and the following precautions should be taken:

(i) Rope should not pass over sharp edges; pads should be used to protect the fibres.

(ii) Ropes should not be dragged on the ground unnecessarily. Using too small sheaves should be avoided.

(iii) Ropes should not be permitted to slip on winch drum or moving drums.

(iv) Kinked ropes should not be used.

(v) Do not tie knots where splices should be used.

(vi) Ropes should not be allowed to soak in oil and exposed to acid or other corrosive substances. They should be washed and dried.

(vii) Rope should not be allowed to expose to weather unnecessarily.

(viii) When drying, excessive heat should not be used.

20. Access and staging:

(a) While working at heights adequate scaffolding or staging should be used.

(b) While working at heights of 8 ft and above the workmen should wear safety belts, with adequate life- lines.

(c) Scaffolding should be of a sound material securely fastened and should be capable of supporting 4 times the combined weight of men and material who may be working on them.

(d) Wooden planks used in scaffolding should not be less than 10" wide 2" thick and should not extend beyond the outer supports by more than 12" nor less than 6".

(e) Guarding and toe boards should be installed in all scaffolding which are 8' or more in height.

(f) Ladders should be soundly constructed, securely fixed and lashed where necessary.

21. Loitering around operating units is prohibited at all times.

22. Bringing intoxicants into the yard is strictly prohibited. Likewise entering the yard under the influence of intoxicant is a serious offence.

23. Jumping on or off trucks, automobiles, cranes or other moving vehicle is prohibited. Men should wait until the vehicle stops before attempting to enter or leave.

24. In confined spaces workers shall be protected with airline respirators with tight fitting mask (especially for painting etc).

25. It shall be considered hazardous to carry out gas cutting or welding work within 5 – 7 meters from the place where paint is being applied or stored.

26. Work place should be sufficiently and suitably lighted.

IMPORTANT HINTS FOR FIRST AID
GENERAL:

1. First Aid is the immediate and temporary care given to the victim of an accident or sudden illness. Its purpose is to preserve life, assist recovery and prevent aggravation, until the services of a medical attendant can be obtained or during transport to the hospital.

2. As a first Aider you must:

(i) Respond quickly; saving of a life may depend on the promptness of your action.

(ii) Adopt quick, confident, calm and methodical approach to the casualty.

(iii) Give prompt and correct treatment for conditions endangering life such as failure of breathing, severe bleeding and severe shock. Only the first aider can save the life of the casualty on such occasions.

(iv) Remember the conditions of the casualty such as fracture of rib; vertebral column can worsen during transport. Be sure that you are transporting the casualty in the correct method.

3. GSL Medical Officer and his staff will extend First Aid medical assistance to sub-contractors' men in case of emergency/accident, while on duty. This will not include routine medical treatment and repeat dressings.

SCHEDULE 'B'

FORM NO.GSL/IS/01
(In duplicate)

(To be submitted along with tender by duly uploading the format giving complete details as given below)

Declaration regarding safety rules for Contractors

Name of the Contractor : M/s. _____

Represented by : Mr. _____

Designation: _____

Work Order No. : _____ dated _____

Brief description of work : _____

_____

_____

_____

_____

_____

I have been issued with a copy of the "General Safety Rules for Contractors". I have read and understood the rules and agree to abide by them.

Date: _____

_____
Signature of Contractor

Date: _____

_____
Signature of Issuing Authority

CC:
1. GM (P & A)
2. Safety Officer
3. Modernisation cell (Civil Engineering Section)

Instructions for Contractors Working in Goa Shipyard Ltd

All Contractors working within Goa Shipyard Ltd shall comply with the following rules and instructions:

(i) While employing workers in Goa Shipyard Ltd., the Contractor shall bear in mind that it is a vital Defence Organisation.

(ii) The Contractor shall be responsible for producing a Police Report regarding checking of antecedents and verification of character of his employees.

(iii) The Contractor should be in position of a valid licence issued from the local labour authorities.

(iv) The Contractor shall declare in the Security Office all tools, equipment or any other items brought by him for work in Goa Shipyard. In case of electric cables, its measurement is to be written properly. The paper containing list of items declared in the Security Office shall be retained by the contractor properly. For items of stores / material resembling that of Goa Shipyard Ltd., precaution will be taken to mark their clear identification of colour code and/or clear marking on each item of stores / material including tools.

(v) All the items / material required to be taken out of Goa Shipyard Ltd. after completion of work is to be removed only during working hours. This shall be supported by the original paper / document completed at the time bringing the material / items inside Goa Shipyard Ltd.

(vi) At the time of entry / exit, the Contractor's employees shall display their entry passes issued to them. As far as possible, temporary workers passes shall be collected and kept by the Supervisor of the Contractor at the time of his workers going out after completion of work in the Yard. On the next day, these passes shall be reissued to the workmen who are required for work inside Goa Shipyard Ltd. In respect of those workmen who are not required to report on the following day or who are discharged, their passes shall be deposited in the Security Department's Pass Issue Cell.

(vii) The Contractor is required to produce 3 copies of photographs of each of his employees and other detailed information as may be required which will be informed to him by the Staff of Pass Issue Cell of Security Department.

(viii) The Contractor has to furnish the following information in a register as per the labour challan issued by the Personnel Department:

Sl. ……

Address …….

…….

No. ……..

Name …….

Age ……

Designation ……...

Local .....

Permanent ……

(ix) The Contractor shall take adequate care while completing the labour challan (ESIS formalities from Personnel Department). The names of his employees who are required to work in the Yard are to be written in the labour challan. The Labour Challan must be signed by the Proprietor / Manager / Site Engineer of his concern. ESIS formalities in respect of his / his sub-contractor's workers have to be completed every month without fail.

(x) The Contractor must ensure that all the Security Rules of Goa Shipyard Ltd. are observed by his employees and sub-contractors' employees.

(xi) The Contractor shall give strict instructions to his or his Sub-Contractor's employees not to step on board ships under construction / repairs.

(xii) The Contractor shall ensure that his / Sub-Contractor's employees remain at the place of work assigned to them and do not loiter around any other ship or working area. If any such infringement is observed, the employee is liable to be barred from further entry to Goa Shipyard Ltd.

(xiii) In case the Contractor finds any difficulty in compliance of above Security instructions, he may call on the Chief Security Officer / Assistant Commandant, CISF/ or any other authority as indicated by employer for the necessary guidance.

(xiv) The Contractor shall obtain permission from the Employer before taking drawings outside the Employer's premises.

(xv) The Contractor shall possess valid ESI and PF numbers issued from the appropriate authorities.

(xvi) All documentation under Contract Labour & Regulations Act, 1970 should be properly maintained at site and put up for scrutiny/ checking by P & A dept. / visiting Labour Enforcement Officers when called for.

(xvii) Disbursement of wages should be made on due date and should be witnessed by a representative deputed by GSL/ the concerned operating section. The registers should be signed at appropriate places by appropriate authorities.

(xviii) Daily attendance sheets shall be submitted to the CISF security at the main gate and also to the OIC of the operating section.

(xix) The Contractor shall provide appropriate safety equipment to all his employees at their respective work locations.

(xx) The Contractor shall comply with any other point which may be conveyed from time to time by the P & A dept. on the legislations/ directions received from the appropriate government authorities on the subject.

(xxi) The Contractor shall maintain during the execution of work till its completion the following site registers

a. Measurement Register/Book

To record the progress, quantum of work in progress/completed, checks exercised by the Senior visiting officers at the Site for ensuring quality of work as per contract specification.

b. Site Order book

To record day to day instructions to the Contractor by the Employer/Engineer during their inspection.

c. Hindrance Resister/Book

For keeping record of hindrance of the work from Employer/Engineer's, if any.

d. Site Test Register

For recording details of tests carried out at the Site.

Regulations of Statutory Authorities and Customs

(a) Without limiting his obligations under the General Conditions of Contract, the Contractor shall observe all regulations laid down by all Statutory Authorities, including, but not limited to Mormugao Port Trust, Municipality of Vasco-da-Gama, Goa State Pollution Control Board.

(b) The Contractor shall comply with all regulations imposed by the Customs authorities in respect of the passage of all imported Contractor's Equipment, Plant, Materials and vehicles and personnel through Customs barriers.

Works Not to Interfere With Employer's Normal Business

(a) The Contractor shall not interfere in any respect with the normal business of the Employer and shall co-operate with him/them if and when special measures become necessary as a direct consequence of the construction of the Works.

(b) The Contractor shall co-operate and plan his work by temporarily removing any of his Equipment, floating craft, obstructions, etc. at their own cost which may cause hindrance to the launching of a newly built ship or movement vessels until the process of launching or movement has been completed, as directed by the Engineer/ Employer.

(c) The Contractor shall take such reasonable precautions as are necessary to prevent undue dust and windblown materials from interfering with the Employer's operations. These may include wetting of roadways as may be found necessary.

(d) The Works and Temporary Works shall be carried out in such a manner as not to interfere with vessels using the Employer's facilities or endanger or interfere with traffic whether by road, rail or water and other normal operations of the Employer. To ensure this:

(i) The Employer will afford the Contractor reasonable facilities to enable him to carry out the Contract but the Contractor must strictly observe any rules, regulations or instructions which he may from time to time receive from the Employer or any person or persons authorised by them for the safety and protection of persons and traffic whether by road, rail or water and property on the Site.

(ii) The Contractor shall only be allowed occupation of land areas and use of roads to the extent laid down in the Specification or agreed by the Employer or to such further extent as may be allowed in writing by the Engineer.

(e) The priority of navigation within the waters surrounding the Site will be always at the discretion of the Employer and the Employer shall not be responsible for any loss to the Contractor arising due to priority not being given to his floating crafts for moving about within these waters.

****

Contractors may please ensure the submissions of bills correctly as per the check list for expeditious processing of bills.

Sr. No.	Descriptions	Remark
1.	Bill duly completed in all respects	
1 a	Bill quantities as per joint measurements referring the correct SCC/ HSN code as per GST Act.	
1b	In case of running bills- cumulative quantities statement indicating separately the current bill quantities and with held quantities if any	
1 c	PAN, GSTIN no, as applicable	
1 d	Bill no. and date	
2	ESI & PF clearance from GSL HR&A dept.. after due payment as per the procedures	
3	PBG copy if applicable (Note: should have submitted with in stipulated time as applicable.	
4	Completion certificates as applicable	
5	Copy of amendments issued as applicable for time extension/deviation in quantities.	
6	Copy of Labour attendance.	
7	Wage register (Register to be authenticated from HR & A dept every month prior to submission of bill)	
8	GST Invoice	

NB:-The contractor has to submit their complete Bank details for making on-line payment (RTGS)

BANK GUARANTEE FORMAT FOR FURNISHING EMD cum TENDER SECURITY

Whereas……. (hereinafter called the "tenderer"/ "bidder") has submitted their bid/offer dated……for …….. (hereinafter called the "tender") against tender enquiry No. …… of Goa Shipyard Ltd.
KNOW ALL MEN by these presents that WE ……(Name of the Bank) of ……. (hereinafter called the "Bank") having our registered office at ……. ……are bound unto Goa Shipyard Ltd. (hereinafter called the "Purchaser"/"Employer") in the sum of ……for which payment will and truly to be made to the said Purchaser/Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this…… day of ……..20……

1. THE CONDITIONS OF THIS OBLIGATION ARE:

(a) If the tenderer/bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(b) If the tenderer/bidder having been notified of the acceptance of his tender by the Purchaser/Employer, during the period of its validity, fails or refuses to accept/execute the contract in terms of the tender enquiry OR.

(c) In case the tenderer/bidder is declared as the successful bidder and awarded the contract/WO by the Purchase/Employer, the tenderer/bidder shall be referred to as the Contractor and in such event this Bank Guarantee for EMD shall automatically convert into BG for Security Deposit for due performance of the Contract.

(d) if the Contractor/Seller, commits default or fails to perform the obligations under the contract/WO or breaches any of the terms and conditions of the contract/WO,

2. WE undertake to pay the Purchaser/Employer up to the above amount upon receipt of its first written demand, without the Purchaser/Employer having to substantiate its demand, provided that in its demand the Purchaser/Employer will note that the amount claimed by it is due to it owing to the occurrence of any one of the breach of the conditions mentioned in para (a) or (b) or (d) above specifying the occurred condition or conditions.

3. Notwithstanding anything to the contrary, the decision of the Purchaser/Employer as to whether the Contractor has committed any default or defaults under the Contract/WO and the amount or amounts to which the Purchaser/Employer is entitled by reason thereof will be binding on the Bank irrespective of any dispute between the Purchaser/Employer and the Contractor, for any reason whatsoever, whether or not such dispute is pending adjudication before any judicial or non-judicial or arbitral panel and the Bank shall not be entitled to ask the Purchaser/Employer to establish its claim or claims under this Guarantee but will pay the Purchaser/Employer the sum promptly on first written demand made by the Purchaser/Employer without any protest or demur forthwith.

4. Should it be necessary to extend the validity of this Guarantee beyond its Expiry Date, the Bank hereby undertakes to extend the period of the Guarantee on request of the Contractor till such time as may be mutually agreed between the Purchaser/Employer and the Contractor.

5. This Guarantee will not be discharged due to liquidation, winding up, amalgamation, insolvency or any other change in the constitution of either the Bank or the Contractor and the Bank unconditionally waives all rights under laws of suretyship that discharge us from our obligations hereunder. The Purchaser/Employer shall have the right to assign this Guarantee in accordance with the terms of the contract/WO executed or to be executed between the Purchaser/Employer and the Contractor.

6. The Bank further expressly agrees that, without limitation to any other rights available to the Purchaser/Employer, it shall not withhold payment to the Purchaser/Employer following a demand under this Guarantee on account of any default or failure on the part of the Contractor to perform any obligations that the Contractor may have to the Bank under any agreement or other arrangement between them.

7. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser/Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser/Employer or any other indulgences shown by the Purchaser/Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

8. The Bank further agrees that the Purchaser/Employer shall have the fullest liberty without the consent of the Bank and without affecting in any manner the Bank's obligations hereunder to vary any of the terms and conditions of the Contract/WO and / or to extend the time for performance by the Contractor/Seller from time to time.

9. This Guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India.

10. This guarantee will remain in force up to _____and any demand in respect thereof should reach the Bank not later than the above date.

11. Notwithstanding anything contained herein:
i). Our liability under this Bank Guarantee shall not exceed Rs. ---------- (Rupees in words------ only)
ii). This Bank Guarantee shall be valid up to --------

12. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or a demand on or before ------

13. It is hereby declared that the undersigned has authority to issue this Bank Guarantee on behalf of the Bank in terms of --------.

.....

(Signature of the authorised officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch