



**INFO TECH CORPORATION OF GOA LIMITED**  
**(ITG)**

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**VOLUME I**

**TENDER DOCUMENT**

**FOR**

**SELECTION OF CONTRACTOR FOR DESIGN AND  
CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH  
ALLIED FACILITIES AT MORJIM, PERNEM –GOA.**

**No: - ITG/PROJECT/IT CO WORKING SPACE/NIT FILE/MORJIM/2022 – 23/201/2947**

Date: 06/02/2023

**Notice Inviting Tender**

**E-Tendering Mode**

The Managing Director, Info Tech Corporation of Goa Limited (ITG) invites online bids in two – bid system on Design Build & Transfer mode (DBT) from approved and eligible Contractors of State PWD or any other State in appropriate Class and Category, CPWD, MES or ‘Contractors of Repute’ for the work of **“Selection of Contractor for Design and Construction of Co-Working Space Structure with allied facilities at Morjim, Pernem -Goa”**

| Estimated project Cost | EMD in Rs          | Time for completion including monsoon | Last date and time for submission of tenders | Date and time of opening tenders | Cost of Tender Document in Rs. (non-refundable) | Tender Processing Fee in Rs. (non-refundable) | Class of Contractor (As per enlistment rules)  |
|------------------------|--------------------|---------------------------------------|--|----------------------------------|---|---|--|
| Rs.<br>4,79,88,913.50  | Rs.<br>9,59,800.00 | 100 days                              | 01/03/2023<br>up to 17:00 hours              | 03/03/2023<br>after 15:30 hours  | Rs.<br>6,000.00                                 | Rs.<br>6,000.00                               | Class – IAA (BLDG) AND Above OR reputed Contractor fulfilling minimum eligibility criteria |

**1.0 MODE OF ACCESS FOR BID DOCUMENTS (e-tender mode):**

1. Date of availability of tender documents on e-tender website is 07/02/2023 from 17:00 hours onwards.



2. Last date for submission of written queries for clarifications (by email only) is on or before 17/02/2023 till 17:00 hours on **Email: info@infotechgoa.com or md-itg.goa@nic.in**
3. The Pre-Bid meeting will be held on 20/02/2023 @ 15:00 hours.
4. Release of response to clarifications (uploaded only on the <https://eprocure.goa.gov.in> website) on 22/02/2023 by 15:00 hours.
5. Last date for ONLINE SUBMISSION of dully filled Tender documents is on 01/03/2023 up to 17:00 hours.
6. The Tender (Pre-qualification & Technical Bid) will be OPENED online on 03/03/2023 after 15:30 hours in the office of M/s Info Tech Corporation of Goa Limited, IT Hub, 3rd Floor, Altinho, Panaji, Goa – 403 001.
7. Technical presentation of the qualified bidders is tentatively fixed on 10/03/2023 after 10:00 hours in the office of M/s Info Tech Corporation of Goa Limited, IT Hub, 3rd Floor, Altinho, Panaji, Goa – 403 001.
8. The date and time of opening of the Financial Bids of the technically qualified bidders will be intimated by a letter / email and uploaded only on the <https://eprocure.goa.gov.in> website.

## **2.0 MINIMUM ELIGIBILITY CRITERIA FOR BIDDERS:**

### **2.0.1 TECHNICAL CRITERIA:**

The bidder should have valid registration Class-III Digital Certificates (both Signing and Encryption) on a USB Token.

#### **(A) FOR CONTRACTORS OF REPUTE:**

Bidder must have experience of having successfully completed three similar works of value not less than Rs.1,91,95,600.00 or two similar works of value not less than Rs.2,87,93,400.00 or one similar work of value not less Rs.3,83,91,200.00 during last 7 years ending 31<sup>st</sup> January, 2023.

Similar Works means: Construction of Co working spaces or Corporate spaces in the last 7 years as on the last date of bid submission.

**(B) FOR CONTRACTORS / AGENCIES OF STATE PWD, GOA OR ANY OTHER STATE, CPWD, MES:**

Class – IAA of Govt. of Goa (BLDG) and above or equivalent.

The attested copies of work orders (in case of non-Government works only) and completion certificates indicating the specified required works indicated as above issued by the clients should be scanned (PDF format) and submitted online along with the bid. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of e-Tenders.

**2.0.2 FINANCIAL CRITERIA:**

- a. The Bidder should have an average annual financial turnover pertaining to works of at least Rs. 4,79,89,000.00 in the last 5 consecutive financial years **(FY 2021-2022, FY 2020-2021, FY 2019-2020, FY 2018-2019, FY 2017-2018)**. Audited Profit & Loss account and balance sheet for the last 5 consecutive financial years **(FY 2021-2022, FY 2020-2021, FY 2019-2020, FY 2018-2019, FY 2017-2018)** should be submitted along with the Bid.
- b. The Bidder should have solvency of not less than Rs.1,91,95,600.00 from Nationalized/ Scheduled bank valid on date of opening, as specified in the certificate, shall be reckoned as valid for a period of one year from the date of issue of Solvency Certificate.

NOTE: All the documents should be attested by Government Gazetted Officer or duly notarized.

**3.0 MODE OF SUBMISSION OF E.M.D. WITH THE e-TENDER DOCUMENTS:**

Eligible Bidders may request for the tender documents through the web site <https://eprocure.goa.gov.in> on the following payments: -

|  |  |
|--|--|
| Rs 9,59,800.00<br>towards<br>EMD                     | Mode of Payment towards Tender Document Fee(TDF), e-Tender Processing Fee(TPF) & Bid Security to be paid online through e-Payment mode via :<br><br><b>a.</b> National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS). Bidders require to download pre-printed Challan towards credit of ITG available on e-tender website for making its payment through any of their Bank.<br><br><b>b.</b> Net Banking: Payment can be made through the Internet Banking of Any Bank. |
| Rs 6,000.00 towards<br>Cost of Tender Document (TDF) |  |
| Rs 6,000.00 towards<br>Tender Processing Fee (TPF)   |  |

*Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.*

**4.0 The online application should accompany the following documents, (Scan and Upload):**

- a) Attested copy of PAN CARD.**
- b) Attested copy of GSTIN Registration**
- c) Attested copy of EPF Registration**
- d) Copy of Valid Contractor registration certificate / License**
- e) Attested copy of ESI registration certificate**

**5.0 INSTRUCTIONS TO CONTRACTORS:**

1. The bidder shall quote the amount for the work excluding GST and GST as applicable shall be paid extra on the total cost of work done.

2. The intending bidder must agree to terms and conditions of the contract documents carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and Instructions for bidders posted on website shall form part of bid document.
4. The bid document with other necessary documents can be seen and downloaded from website [https:// eprocure.goa.gov.in](https://eprocure.goa.gov.in).
5. Those bidders not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website. For any of the assistance regarding participation may contact e-Tender support staff or email [e-tender.goa@gov.in](mailto:e-tender.goa@gov.in)
6. The intending bidder must have / obtain a valid Class-III digital signature (signature and encryption) to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor's bid sheets.
8. It is the responsibility of the Bidder to ensure the credit of Tender Document Fees, Tender Processing Fees and EMD into the respective receiving bank accounts of ITG via various mode payment mentioned above, on or before last any due date and time of Tender.
9. In addition to this, if any cell is left blank and no rate / percentage is quoted by the Bidder, the Bid will be treated as incomplete tender & will be rejected outright.
10. The Bidder is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of Tenders. The Department/Corporation shall not be responsible for non-accessibility of the e-Tender portal due to Internet Connectivity issue and Technical glitches at the tenderer's end.
11. The Bidder shall be responsible for the correctness and authenticity of the documents uploaded during tender submission. Any discrepancies in the matter will be liable for rejection and suitable action.



12. No hardcopies of the Documents to be submitted in the tender box. However the lowest Tender shall submit the hardcopies of the document scanned and upload and original copy of declaration on stamp paper. After opening of the tenders, the tenders which are quoted more than 20% below the amount put to tender shall be rejected as per circular bearing no.1-8-07/SSW-PWD-Vol.1/2007-08/527, dated 12/11/2007.
13. Incomplete application shall be summarily rejected and right to reject any or all the tenders including the lowest without assigning any reason thereof is reserved.
14. The vendors are required to register themselves on <https://eprocure.goa.gov.in> and create their user ID.
15. If the bidder is already registered on the old e-Procurement portal they can register themselves on the new portal using the same User ID using 'Old Bidder' option. Consequently in such cases the bidder will not have to pay registration fee as long as their registration is valid.
16. Operating System: The operating system on the user's machine should be Windows 7SP1, Windows 8 or Windows 10.
17. Browser: The browser used to access the e-procurement portal should be Internet Explorer 11.
18. Java: The java version on the user's machine should be JRE 8 Update 161. The same can be downloaded from the Goa e-procure portal.
19. Digital Certificates: All the users are required to have valid Class-III Digital Certificates (both Signing and Encryption) on a USB Token.
20. The refund of EMD for unsuccessful bidders shall be happening online. Once the Department / Corporation has marked the unsuccessful bidders and completed the price bid evaluation process, the system shall automatically generate a refund file and send it to the bank. ITG can then approve these transactions from the user bank panel provided to them within a timeframe of 15 days. The bidders can track the status of the EMDs against their unsuccessful bids by checking the EMD Refund Report available with them.

21. The bidders shall have to quote the prices in the forms created in the system. Price bid excel (if any) provided by the Department / Corporation shall only be for information purposes.
22. The payment modes available with bidders for payment of fees are Net-banking and NEFT/RTGS, payment against a challan.
23. Please note that any payment made through NEFT/RTGS can take up to 48 hours to be credited in the account. The bidder shall not be able to proceed with bid submission until the required fees (Tender Document fee, Tender Processing fee, EMD) has been credited in ITG's account. As such bidders making payment via NEFT/RTGS should make payments 2-3 days in advance of bid submission date.
24. The user manuals for performing various tasks (registration, tender purchase, bidding etc.) are provided on the Goa e-procure portal. Additionally, the bidder can also look for Goa e-procure help videos on YouTube.
25. The bidder can call the toll free number +91-7972854213, 7822039673, 7972871944 or send an email to [e-tender.goa@gov.in](mailto:e-tender.goa@gov.in) in case they need any assistance.
26. Any addition/deletion/correction in the Tender Documents CORRIGENDUM will be uploaded on the <https://eprocure.goa.gov.in> website only.
27. The Managing Director of ITG reserves the right to accept or reject any or all e-Tenders in part or full without assigning any reason whatsoever.



## **TABLE OF CONTENTS**

### **CHAPTER NO.1 INTRODUCTION**

- 1.1 Background
- 1.2 Proposed Project
- 1.3 Details of Bid Documents

### **CHAPTER NO.2 NOTICE INVITING TENDER / BID**

- 2.1 N.I.T.
- 2.2 Details of Notice Inviting Tender
  - 2.2.1 Name & Description of the Work
  - 2.2.2 Scope of the Work (In brief)
  - 2.2.3 Eligible Contractor for the Work
  - 2.2.4 Sale of the Bid Document
  - 2.2.5 Cost of Bidding
  - 2.2.6 Language of Bid

### **CHAPTER NO.3 INSTRUCTIONS TO BIDDER**

- 3.1 Content of Bid Document
- 3.2 Amendment to Bid Document
- 3.3 General Instructions to Bidder
- 3.4 Site Visit and Other Information
- 3.5 Pre-Bid Interaction

- 3.6 Corrections of Error.
- 3.7 Signing of Bid
- 3.8 Earnest Money Deposit
- 3.9 Bid Validity

#### **CHAPTER NO.4 SUBMISSION OF THE BID**

- 4.1 Information on Post Qualifying Criteria
- 4.2 Submission of Bid
  - 4.2.1 Mode of Submission
  - 4.2.2 Place of submission
  - 4.2.3 Last date and time for submission and opening of e- tenders

#### **CHAPTER NO. 5 EVALUATION OF BID**

- 5.1 Bid Evaluation Process
- 5.2 Decision Making & Notification of Awards
- 5.3 Employer's Right to Accept Any Bid  
or To Reject to Any Bid or All Bids
- 5.4 Security Deposit
  - 5.4.1 Performance Guarantee
  - 5.4.2 Security Deposit

**CHAPTER NO. 6      GENERAL CONDITIONS OF CONTRACT**

**CHAPTER NO. 7      SPECIAL CONDITIONS OF CONTRACT**

**CHAPTER NO. 8      EMPLOYER'S REQUIREMENTS**

8.1      Scope of Work and Special Instructions

a) General Scope of Work

b) Project Specific Scope of Work

8.2      Documentation, Instrumentation

8.3      Contractor to provide utilities and facilities

**CHAPTER NO. 9      ANNEXURES & SCHEDULES**

9.1      Annexures

Annexure – A

Annexure – B

Annexure – C

Annexure – D

9.2      Schedules

Schedule – A

Schedule – B

Schedule – C

Schedule – D

Schedule – E

Schedule – F

Schedule – G

Schedule – H

## **CHAPTER 1: INTRODUCTION**

### **1.1 BACKGROUND:**

The concept of Co-working has taken off in the last few years as an alternate to working from home or at one's office. It offers flexibility, networking opportunities and for some productivity benefits.

The Government of Goa intends to take this model forward by introducing a new concept of "Sea, Sun, Sand and Software" wherein entrepreneurs can enjoy the scenic beaches of Goa while working. A co – working space is a café like collaboration space or as an office – like setting. The idea behind the same is that individual workers come together in a shared place to enjoy greater productivity and a sense of community. The Government intends to setup 6 such co-working spaces at various locations in close vicinity to the beaches.

Goa is one of the most loved places for both domestic and international tourist and with this new work from distance environment rising all around the world, there is an ample of opportunity for Goa to attract people to stay in Goa and work through co-working spaces. This space will also provide opportunities to local entrepreneurs to network and scale their business.

The Government of Goa has identified and approved setting up of a Co – Working hubs at Miramar, Morjim, Ashwem, Mandrem and Benaulim Beaches. As a pilot project the Government has decided to develop one of the above locations. The area of these locations ranges from 1,000 – 3,000 square meters. After developing the same, the Government will engage an Operator for running the Co-working space. The project is being executed through the Info Tech Corporation of Goa.

The intending bidders shall submit their offers for executing through Design, Build & Transfer (DBT) mode the Co Working hub at one of the locations Morjim which has a plot area of (3,050.00 Sq. m.). Further, a tentative conceptual plan indicating the facilities & other amenities required by the department which are necessary, and a Bill of Quantities has been prepared and appended at **Volume III & IV**.

The Conceptual plan has been prepared by the department taking into account preliminary site conditions and associated restrictions. However, the bidders should take into consideration these Coastal Zone Regulations applicable and any other statutory rules and regulations for

Designing and Implementing the conceptual design. The Concept Design should be based on Wood **or bamboo or any other eco friendly materials** only and under no circumstances there should be any use of Cement, Concrete, RCC or any other material used for permanent structure building.

The Bidders may note that if for any unforeseen reasons the Project at the proposed location cannot be executed, then the department shall allot any of the alternative location for executing the project at the rates quoted by the bidder for this Project.

The Department has adopted a Two Stage “Envelop System” selection process in evaluating the proposals. In the first stage, a technical evaluation will be carried out as specified in clause 5.1(I) here under. Based on this technical evaluation, a list of shortlisted bidders shall be prepared as specified above. In the second stage, a financial evaluation will be carried out as specified in clause 5.1(II) hereunder of the bidders shortlisted in technical evaluation. The Bidders will be selected on a combined technical and financial score as specified in clause 5.1.

## **CHAPTER 2 – NOTICE INVITING TENDER**

### **2.1 N.I.T.**

Refer Notice Inviting Tender published in the Newspaper

### **2.2 Details of Notice Inviting Tender**

Refer Detailed Notice Inviting Tender published on the Website.

#### **2.2.1 NAME & DESCRIPTION OF THE WORK**

**“SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT MORJIM,PERNEM - GOA”**

#### **2.2.2 SCOPE OF THE WORK**

The contractor shall develop Architectural, Engineering Designs and **Drawings to execute the designs**. The scope work would include but not limited to the following:

- Detailed design & engineering drawings based on primary details provided in the tender document
- Survey & demarcation of foundations grid / centre lines
- Building work activities – Jumbo wooden piling, Bamboo walls and Glass facades erection, plumbing, HVAC, electrical work and other interior design work parameters so that the structure after completion is ready to use for the activities as per Tender documents.
- Quality Assurance and Quality Control, work schedule and monitoring, documentation and reporting and timely compliance of Employer's requirements and General and Special Conditions of the Tender document.
- Supply, installation, testing, necessary approvals & commissioning of installations.
- Detailed As built drawings and Joint records/documentation (before & after execution)
- To provide utilities and facilities as per Contract Clause 8.3

- The scope of work shall include **design and execution of** works for a period of 3 years for – Civil, electrical, HVAC, Plumbing, Façade treatment, interior works, Door windows, plot development including STP along with landscape.

### **2.2.3 MINIMUM ELIGIBILITY CRITERIA FOR BIDDERS**

Minimum eligibility criteria for the bidder shall be as per NIT

The above-mentioned conditions shall be treated as the pre-qualification conditions for the bidder for opening of the Technical proposal.

### **2.2.4 SALE OF THE BID DOCUMENT**

All relevant information regarding the sale, receipt and opening of the bid documents, etc. shall be as mentioned in Clause 2.2. (N.I.T.).

### **2.2.5 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of this bid / bids and the Employer will in no case be responsible and liable for these costs, regardless of the conduct or outcome of the bidding procedure.

### **2.2.6 LANGUAGE OF BID**

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Employer shall be written in the English language only.

### **CHAPTER 3: INSTRUCTIONS TO BIDDER**

#### **3.1 CONTENT OF BID DOCUMENT**

The Bid Document issued for the purpose of this bid shall include the documents (Volume I, Volume II, Volume III & Volume IV) together with any common set of deviations /addendum / Corrigendum thereto issued in accordance with Clause 3.2 and any clarification or addendum issued in pursuant to pre-bid meeting in accordance with Clause 3.5

#### **3.2 AMENDMENTS TO BID DOCUMENT**

- I) At any time prior to the last date and time for submission of e-tenders, ITG may, for any reason whether at its own initiative or in response to a clarification requested by a bidder, modify the bid documents by issuance of an common set of deviations /addendum/ corrigendum.
- II) In order to afford bidders reasonable time to take common set of deviations/ addendum / corrigendum into account for the preparation of their bids and for administrative reasons if any, ITG may at its discretion, extend the last date and time for submission of e-tenders and date and time of opening of e-tenders by notifying the same on the website in accordance with Clause 4.2.3
- III) The common set of deviations/corrigendum/addendum would be sent online or any suitable mode to all prospective bidders who have purchased Bid Documents.

#### **3.3 GENERAL INSTRUCTIONS TO BIDDER**

- I) The bidder shall examine carefully Notice Inviting Bid, all the Instructions to Bidders, Submission of Bid, Evaluation of Bid, Conditions of Contract, Contract Data, Technical Specifications, Scope of Work, Employer's Requirements, Schedules, Forms, Bid / Tender Drawings, Bill of Quantities, etc. as given in Bid Document and Common set of deviations/ corrigendum / addendum issued in this connection. Failure to comply with the requirements of bid submissions will be at the bidder's risk.
- II) All bidders are cautioned that no conditional offers, rebates, variations or deviations by the bidder in respect of any items proposed by the bidder (including advance loan for



mobilization, if avail or time for completion.) shall be considered or entertained further in the process of bid evaluation. Furthermore, any deviation from the Conditions of Contracts, Contract Data, Scope of Work, Employer's requirements, Technical Specifications, and / or the requirements stipulated in the Bid Document shall be summarily rejected as **non-responsive**.

- III) Item rates should be quoted both in figures and words. In case the rates quoted in figures differ, then the rate quoted in words shall be treated as correct.

### **3.4 SITE VISIT AND OTHER INFORMATION**

The Bidder/ Bidders must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of filling this bid and for entering into a Contract if selected for the execution of the same, and must examine & inspect the site of the work as well as existing permanent and temporary features and its effect on the construction of the proposed project and acquaint himself with all local conditions and matters pertaining thereto. If the bidder fails to acquaint himself with the site, deeming provisions shall be applicable.

### **3.5 PRE-BID INTERACTION**

Pre –bid meeting / interaction shall be on **20/02/2023** after 15:00 hours . in ITG Office at Altinho, Panaji- Goa. Last date for submission of written queries for clarifications (by email only) is on or before **17/02/2023** till 17:00 hours. Release of response to clarifications on **22/02/2023** by 15:00 hours and uploaded only on the <https://eprocure.goa.gov.in> website. Bidders can submit the pre bid queries as prescribed format in Schedule G

### **3.6 CORRECTIONS OF ERRORS**

#### **REVISION OF BIDS BEFORE DEADLINE OF SUBMISSION.**

After online submission of the bid, Bidders can re-submit revised bid any number of times but before the closing date and time of submission of e-tenders as notified. While submission of revised bid, the bidder can revise the quoted rate any number of times before the closing date and time of submission as notified.



### **3.7 SIGNING OF BID**

Submission of Electronic Bid from the bidder shall mean that “the bidder has read and understood the contents of the bid documents as a whole and has agreed to abide by all the terms and conditions stipulated therein”.

### **3.8 EARNEST MONEY DEPOSIT (EMD) / TENDER DOCUMENT FEE (TDF) & E-TENDER PROCESSING FEE (TPF)**

The intending bidders shall deposit a sum as specifically described in Clause 2.2 (N.I.T.) of Volume I as Earnest Money as a guarantee of good faith.

**Mode of Payment towards Tender Document Fee (TDF), e-Tender Processing Fee (TPF) & Bid Security to be paid online through e-Payment mode via:**

- a. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement (RTGS). Bidder requires downloading pre-printed Challan towards credit of ITG available on e-tender website for making its payment through any of their Bank.**
- b. Net Banking: Payment can be made through the Internet Banking of Any Bank.**

*Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.*

**Submission of E.M.D in any other mode shall not be acceptable.**

The deposit of all unqualified bidders will be returned without interest immediately after the evaluation of the Technical Bid.

In the case of the successful tenderer, the Earnest Money Deposit amount shall be appropriated towards the amount of Security Deposit payable by him under the Conditions of Contract.

If after submitting the bid, the bidder withdraws his offer or modifies the same during the period of bid validity or in case of a successful bidder, after acceptance if the bidder fails or refuses or neglects to sign the agreement within the time limit specified in Letter of commencement of work

/ Work Order, without prejudice to any rights and powers of ITG hereunder or in law, ITG shall be at liberty to forfeit 50% of the said earnest money as aforesaid and to forfeit the whole of the earnest money if the tenderer, whose bid is accepted, fails to commence the work / supply specified in the NIT (along with changes in scope, if any) in the prescribed time or abandons the work / supply before its completion. Further, the tenderer shall not be allowed to participate in the retendering process of the work.

### **3.9 BID VALIDITY**

The bid shall be valid for a period of 150 days from the last date and time for submission of e-tenders notified on e-tender website. If any tenderer withdraws his tender before the said period or before issue of Letter of Acceptance of tender, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to ITG, then the ITG shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid and to forfeit the whole of the earnest money if the tenderer, whose bid is accepted, fails to commence the work / supply specified in the NIQ (along with changes in scope, if any) in the prescribed time or abandons the work / supply before its completion. Further, the tenderer shall not be allowed to participate in the retendering process of the work.



## **CHAPTER 4: SUBMISSION OF BID**

### **4.1 INFORMATION ON POST QUALIFYING CRITERIA.**

The bidders shall include the following information and documents, notarized or attested by gazetted officer in scanned form (PDF format) along with the Bid Documents while submitting the bid online.

#### **SCHEDULE A:** (Refer Annexure for “Schedule A” format).

- i) A list of works successfully completed as **a prime Contractor for last seven years** (ending last day of the month previous to the one in which Bids are invited) of **Construction of Co-Working Spaces or Corporate Spaces**.

As a proof of execution of work, completion certificates of work issued by the Government / Semi-government / Public sector undertakings (client department), shall be scanned (PDF format) and submitted online along with the bid.

In case of works executed for the private bodies, the bidder shall furnish the copies of work orders and completion certificates issued by such private bodies / Employer along with other proof in the form of TDS certificate (if applicable) / certificate from the Chartered Accountant (or copy of the said certificate, duly attested by notary / gazetted officer) to ascertain the construction expenditure made towards the said work(s) on the basis of entries made in the books of accounts and consolidated amount reflected in balance sheet / profit & loss accounts. All the documents shall be scanned (PDF format) and submitted online along with the bid

In case of self executed and self owned works, the bidder shall furnish the copy of completion certificate issued by the Project consultants/Architect appointed and copy of occupancy certificate issued for the project by the licensing authorities. The bidder shall also furnish a certificate from the Chartered Accountant (or copy of the said certificate, duly attested by notary / gazetted officer) to ascertain the construction expenditure made towards the said work(s) on the basis of entries made in the books of accounts and consolidated amount reflected in balance sheet / profit & loss accounts.

- ii) Indicating name and value of works,

- iii) Clients and Consultants along with their addresses,
- iv) The copies of Performance Certificate from the Client along with the stipulated date of completion and actual date of completion.

Scanned copies (in PDF format) of all the original or notarized / attested by Gazetted officer true copies certificates shall be submitted online along with the bid.

**SCHEDULE B:** (Refer Annexure for “Schedule B” format)

- i) Key site management and technical personnel proposed for this work.
- ii) Qualification and experience of Engineers to be employed for the said project.

**SCHEDULE C:** (Refer Annexure for “Schedule C” Format)

Structure and Organization of Bidder.

**SCHEDULE D:** (Refer Annexure for “Schedule D” format)

Financial details including Solvency Certificate, turnover details, etc. and all the documents/certificates shall be duly notarized or attested by Gazetted officer.

**SCHEDULE E:** (Refer Annexure for “Schedule E” format)

- i) Information regarding abandoned works,
- ii) Arbitration and litigation cases current or during last 20 years, if any
- iii) Disputed amounts and Final Award of Dispute.
- iv) Levy of fine/ compensation/liquidated damages, if any

**SCHEDULE F:** (Refer Annexure for “Schedule F” format)

**(submit Bar chart)**

1. Tentative Schedule of work –Schedule based on Critical Path Method Bar Chart using Precedence network indicating mobilization of man & machinery.

2. Work Methodology considering site constraint and to suit the proposed work schedule. The basic points to be considered have been given under Schedule G.

**SCHEDULE G:** (Refer Annexure for “Schedule G” format)

**SCHEDULE H:** (Refer Annexure for “Schedule H” format)

## **4.2 SUBMISSION OF BIDS**

### **4.2.1 MODE OF SUBMISSION**

#### **E.M.D.**

The intending bidders shall deposit a sum as specifically described in Clause 2.2 (N.I.T.) of Volume I as Earnest Money as a guarantee of good faith.

**Mode of Payment towards Tender Document Fee (TDF), e-Tender Processing Fee (TPF) & Bid Security to be paid online through e-Payment mode via:**

- a. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement (RTGS).**  
**Bidder requires to download pre-printed Challan towards credit of ITG available on e-tender website for making its payment through any of their Bank.**
- b. Net Banking: Payment can be made through the Internet Banking of Any Bank.**

*Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.*

**Submission of E.M.D in any other mode shall not be acceptable.**

#### **Technical Bid**

The technical bid shall be prepared in accordance with the requirements specified in this TENDER and in the formats prescribed in **Annexure D** of the TENDER.

The technical bid is required to be submitted ONLINE ONLY.

Technical bid shall not include any financial information relating to Financial bid. Filling up prices in Technical proposal will render the Bidder disqualified and Employer may forfeit the EMD of such bidders.

### **Financial Bid**

Financial bid should be submitted online & should be as per the prescribed format given in Annexure E.

All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

The Bidder shall have to quote rate for each item of Bill of Quantities as described in Volume III

The Bidder shall fill in rates and prices and item total (both in figures and words) for all items described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the Bidder will not be paid for by Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

All duties, taxes (excluding GST), and other levels payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

The rates and prices quoted by the Bidder shall be fixed for the entire duration of the Contract and shall not be subject to adjustment on any account.

### **PLACE OF SUBMISSION**

The bids shall be submitted online only on the <https://eprocure.goa.gov.in> website

#### **4.2.3 LAST DATE AND TIME FOR SUBMISSION AND OPENING OF E-TENDERS**

a) The e-tenders shall be received online **on or before as stated in NIT** and will be **opened as stated in NIT**



EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT MORJIM , PERNEM- GOA

- b) The tenderers or their representatives may be present on the date, time and place of opening of tender. The offers of all the tenderers which are opened shall be available for free view on the website of ITG to all the tenderers from the date and time of its opening.
- c) If date of opening of e-tenders is declared as a public holiday, the next official working day shall be deemed as the date of opening of e-tenders.
- d) ITG may, at its discretion, extend the last date and time for submission of e-tenders and /or date and time of opening of e-tenders by issuing a corrigendum / addendum in accordance with Clause 3.2 in which case all rights and obligations of ITG and bidders previously subjected to the original last date and time and opening of e-tenders respectively shall be subjected to the new dates as extended.



## **CHAPTER 5: EVALUATION OF BID**

### **5.1 BID EVALUATION PROCESS:**

The Employer will open the bids online. Bid opening shall be conducted in 3 Stages;

- Stage 1 - Tender Document fee and EMD, Pre-Qualification
- Stage 2 - Technical Proposal (online)
- Stage 3 - Financial Proposal (online)

Details for opening the Pre-Qualification Proposal are mentioned in the Tender Document NIT sheet.

Thereafter the technical bid of the pre-qualified bidders shall be opened. The Employer will verify whether all the stipulations as mentioned in the bid documents are fulfilled and all required documents are submitted.

Financial bid of the qualified bidders shall then be opened. The bidders shall then be evaluated on QCBS basis, i.e., on a combined score of technical and financial weightage of 60:40, for arriving at the best bid (H-1).

The H-1 bidder shall be invited with original copies of certificates and testimonials for verifications of submitted scanned copies of certificates and Testimonials. On successful verification, the bidder shall be called for further discussion and negotiation as given under Sub Clause 5.2 Decision Making and Notifications.

If the bidder has made misleading or false representations in any of the forms, statements and attachments submitted as proof of the qualification requirements then the bid submitted shall become invalid and the ITG shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money deposit (EMD). Further, the tenderer shall not be allowed to participate in the retendering process of the work.

The bidders who are otherwise qualified as aforesaid shall also be liable to be disqualified at any stage, if they are found to have record of poor performance such as abandoning the works, not

properly completing contracts, inordinate delays in completion, bad quality of work, litigation history or financial failure etc.

### I. Evaluation of the Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- a. Only those bidders who comply with all the pre-qualification criteria shall be considered as responsive bidders.
- b. Technical proposals of only responsive bidders will be evaluated.
- c. The technical solutions proposed by the Bidder in the bid document will be evaluated as per the requirements and parameters as specified –

| S.no.   | Description  | Marks     |
|---|--|-----------|
| <b>Part 1 : Evaluation of technical documents</b> |  |           |
| 1.  | <p>The Bidder should have completed a similar work* for any Central Govt./ State Govt. / Public Sector Undertaking in India or Private Organization in India, in last 7 years as on the last date of bid submission:</p> <ol style="list-style-type: none"> <li>a) Project having a value of Rs. 4 Crores to Rs. 5 Crores – 5 Marks</li> <li>b) Project value of Rs. 5 Crores to 6 Crores – 10 Marks</li> <li>c) Project value of more than 6 Crores – 15 Marks</li> </ol> <p>(The Project value means completed single project value)</p> | <b>15</b> |
| 2   | <p>The Key Personnel proposed for the project</p> <p>The evaluation would be on the composition of these personnel, their qualification and experience in executing high value proposition projects.</p>   | <b>15</b> |
| 3   | <b>PRESENTATION</b>  |           |

| S.no. | Description  | Marks      |
|-------|--|------------|
|       | (To be presented before the technical committee)   |            |
|       | Conceptual design and proposed plan  | 35         |
|       | Construction Methodology & Techniques to be adopted for Completing the project as per given timeline | 15         |
|       | Proposed mechanism for the maintenance of the structure including its protection during monsoons.    | 10         |
|       | Adoption of best practices : Recital of a Case study   | 10         |
|       | <b>Sub Total of Part 3</b>   | <b>70</b>  |
|       | <b>Total</b>   | <b>100</b> |

- d. Bidders shall make the technical presentation of the proposal to the Employer as per the Request for Proposal for “**Selection of Contractor for Design and Construction Co-Working Space Structure with allied facilities at Morjim ,Pernem –Goa**” and submit the same online.
- e. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 (hundred) points. The bidders scoring 60 or more will be declared technically qualified. Financial bids of only technically qualified bidders will be opened.
- f. At any time during the Bid evaluation process, Employer may seek oral/ written clarifications from the Bidders.
- g. The employer may seek inputs from their professional and technical experts in the valuation process.
- h. Employer reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

- i. The Financial Proposals of Bidders who do not technically qualify shall be kept unopened in the e-Tendering system.
- j. Employer reserves the right to accept or reject any or all bids without giving any reasons thereof.
- k. Employer shall inform the technically qualified Bidders about the date and venue of the opening of the financial proposals.

## II. Evaluation of the Financial Proposal

In the Second stage, the financial evaluation will be carried out as per this clause (5.1, II, Evaluation of financial proposal) Each Financial proposal prepared in the format provided for in Annexure E hereunder will be assigned a Financial Score ("SF")

The Scoring criteria to be used for the financial evaluation in order to determine the financial score ("SF") shall be as follows:

| Item Code | Parameter                              | Max. marks | Criteria |
|-----------|--|------------|----------|
| 1         | Commercial offer of Lowest 1 Applicant | 100        |          |
| 2         | Commercial offer of Lowest 2 Applicant | 90         |          |
| 3         | Commercial offer of Lowest 3 Applicant | 80         |          |
| 4         | Commercial offer of Lowest 4 Applicant | 70         |          |

The department will determine whether the financial proposals are complete, unqualified and unconditional. The cost indicated in the financial proposal shall be deemed as final & reflecting the total cost of work. Omissions, if any, in costing any item shall not entitle the applicant to be compensated.

### III. Combined technical & final evaluation

Bids going through the above 2 stage process will finally be ranked according to their combined score (S) giving 60% weightage for technical score (ST) and 40% weightage for financial score (SF)

$$S = (ST)*0.60 + (SF)*0.40$$

The bidder shall be the first ranked applicant (having highest combined score S). The second ranked applicant shall be kept in reserve in case the first ranked applicant withdraws or fails to comply with the requirement as the case may be.

The bid obtaining the highest total combined score in evaluation of quality & cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. the proposals securing the highest combine marks and ranked H-1 shall be invited for negotiations, if required and shall be recommended for award of contract.

#### 5.2 DECISION MAKING AND NOTIFICATION OF AWARD:

Selected bidder determined as above shall be invited for further discussion and negotiation if required. Employer may ask for detailed break-up of financial proposal along with the relevant rate analysis.

If the discussion / negotiations with bidder are successful, the Letter of Acceptance of Tender will be issued to the successful bidder by the Employer. This letter shall indicate the Original Contract Price, details of performance security/guarantee to be furnished in favour of employer including the time limit to submit the same.

On receipt of the prescribed performance guarantee from bidder, letter for commencement of work/ work order shall be issued to the bidder by Employer and the site of work will be handed over through Consultants. The letter for commencement of work/ work order will be notified by the Employer prior to the expiry of the bid validity period or such other extended date by E-Mail or any other mode as advance information and confirmed by registered letter. This letter shall notify the contractor to commence the work at site after taking possession of site from Consultants, confirm the stipulated date of Commencement of work and time limit to enter into contract agreement with the Employer.

**5.3 EMPLOYER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY BID OR ALL BIDS:**

Notwithstanding anything contained above, the Employer reserves the right to accept or reject any bid or to reject all bids without assigning any reasons and without any obligation to inform the bidders of the grounds for the Employer's action.

**5.4 SECURITY DEPOSIT:**

**5.4.1 PERFORMANCE GUARANTEE**

The successful bidder (Contractor) shall deposit an amount equal to **3%** of the original contract price as Performance Guarantee in the form of Government Securities, FDR of a Nationalized / Scheduled Bank, an irrevocable Bank Guarantee payable at Panaji of any Nationalized / Scheduled Bank or the State Bank of India in the prescribed form as approved by the Employer, within 15 days from the date of issue of Letter of Acceptance of tender.

The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.

The Performance Guarantee shall be released on successful completion of the work and upon issuance of completion certificate as per the conditions of the contract, without any interest.

The Employer shall not make a claim under the Performance Guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:

- a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.
- b) Failure by the Contractor to pay Employer any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Employer.

In the event of the contract being determined or rescinded under provision of any of the Clause/condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

#### **5.4.2 SECURITY DEPOSIT**

The Security Deposit shall be collected by deductions from the running bills at the rate of 5% and the Earnest Money deposited will be treated as part of the Security Deposit. Earnest Money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. A sum of 5% of the gross amount (including taxes) of the bill shall be deducted from each running bill of the Contractor till the sum along with the sum already deposited as Earnest Money will amount to Security Deposit of 5% of Contract Price of the work. This is in addition to the Performance Guarantee that the Contractor is required to deposit.

50% of the security deposit shall be released after successful completion of 1<sup>st</sup> year of defects liability period. Further 25% of the security deposit shall be released after successful completion of 2<sup>nd</sup> year of defects liability period and balance 25% of security deposit shall be released on pro-rata basis every year till the balance defect liability period is over.

The above-mentioned amounts shall be released in full only if all the **required repair** have been carried out by the contractor in a timely manner, to the complete satisfaction of the Engineer/Employer. In the event of the failure of the contractor to properly remedy the defects, the security deposit amount shall be released with appropriate deductions.

## **CHAPTER 6: GENERAL CONDITIONS OF CONTRACT**

### **GCC1 ENTIRE AGREEMENT**

This Contract embodies the entire agreement between Employer and Contractor and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, inducement or understanding not set forth herein.

### **GCC2 DEFINITION**

In construing the Contract the following words and expressions shall have the following meanings hereby assigned to them, except where the context requires otherwise:

**“Employer”** is the **“Info Tech Corporation Of Goa Limited”, (ITG)**, Altinho Panaji – Goa.

**Address:**

IT Hub, 3rd Floor, Altinho, Panaji, Goa - 403 001.

Email : [info@infotechgoa.com](mailto:info@infotechgoa.com) Website : [www.infotechgoa.com](http://www.infotechgoa.com)

and the legal successors in title to such person, but not any assignee of such person.

**“Employer’s Representatives”** means any officer/s appointed from time to time by the Employer to perform the duties set forth in the Contract, whose authority shall be notified in writing by Employer.

**“Contractor”** means the person or the Firm who has been awarded this Contract by ITG and includes Contractor’s Representative, successors, permitted assignees.

**“Contractor’s Representative”** means the qualified person, named as such in the Contractor or other qualified person appointed from time to time by the Contractor to perform the duties set for the in the Contract.

**“Engineer”** means (Project Management Consultant) (PMC) appointed from time to time by Employer to perform duties for the purposes of the contract, to act as an Engineer in Charge of





ITG or Engineer of ITG, to any or all parts of the project, provide construction supervision and to provide review and approval of contractor's routine Technical submittals having no financial influence or / and functional deviation, and recommend contractor's submittals having financial influence or / and functional deviation to Employer.

**“Engineer’s Representative”** means any Resident Engineer appointed from time to time by the Engineer to perform the duties set forth in the Contract, whose authority shall be notified in writing by Managing Director, ITG.

**“Design Consultant”** means any design architect and / or engineer, MEP engineers appointed by the Contractor, approved by Project Management Consultant / Employer to carry out detail design and working drawings / drawings Good for Construction which are based the Contract / Tender documents, reviewed and duly approved by Project Management Consultant / Employer as a drawing good for construction.

**“Competent Authority”** means any department, authority, agency, inspectorate, minister, ministry or public or statutory person (whether autonomous or not) of Government of Goa, Government of India, any other State of the Republic of India.

**“Drawings”** shall mean the drawings provided by the Design Consultant of the Contractor to the Engineer under the contract and / or any modifications of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

**“Tender/Bid”** means the Contractor's priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance of tender

**“Schedules”** means the information and data submitted with the Tender as included in the Contract.

**“Letter of Acceptance of tender”** means the formal acceptance by the Employer of the Tender.

**“Contract”** means these General Conditions of Contract, Special Conditions of Contract, the Employer's Requirements, the Tender & common set of deviations/ Corrigendum / Addendum to

tender, the Schedules, the Letter of Acceptance of tender, Letter for commencement of work, prescribed performance guarantee submitted, the Contract Agreement, Scope Change Notice/Variations and such further documents as may be expressly incorporated in the Letter of Acceptance of tender or Contract Agreement.

**“Commencement date”** means the stipulated date as stated in ‘Letter for commencement of work/work order’ issued by the Employer.

**“Time for completion”** means the time for completing the Works as per Contract, as stipulated in the Letter for commencement of work/work order.

**“Contract period”** means the period from the commencement date to the last date of defect liability period.

**“Construction period”** means the period from the date of commencement to the date of total completion certified by the Engineer.

**“Day”** means the calendar day and “year” means 365/366 days.

**“Week”** means seven consecutive days without regards to the number of hours worked in a day in that week.

**“Original Contract Price”** means the sum stated in the Letter of Acceptance of Tender as payable to the Contractor for the execution and completion of the Works and the remedying of any defects in accordance with the provisions of the Contract.

**“Contract Price”** means the sum comprising the original Contract Price, Goods and Service Tax (**GST**), price adjustment based on addition, alteration and omission, price for extra items, escalation and /or price variation, if any, approved, as payable to the Contractor for the execution and completion of the Works and the remedying of any defects in accordance with the provisions of the Contract.

**“Construction Documents”** means all drawings, calculations, computer software (programs), samples, patterns, models, operation manuals, and other manuals and information of a similar nature to be submitted by the Contractor.

**“Permanent Works”** means the permanent Works to be executed in accordance with the Contract.

**“Temporary Works”** means all temporary Works of every kind required for the execution and completion of the Works and the remedying of any defects.

**“Works”** means the Permanent Works and the Temporary Works or either of them as appropriate to the Project.

**“Urgent Works”** means any measures which, in the opinion of the Engineer becomes necessary during the progress of the Works to obviate any risk or accident or failure or which becomes necessary for security of the Works or the persons working thereon.

**“Material”** means things of all kinds to be provided and incorporated in the permanent Works by the Contractor.

**“Site”** means the places provided by the Employer where the Works are to be executed and to which Materials are to be delivered, and any other places as may be specifically designated by the Employer in the Contract as forming part of the site.

**“Completion”** shall mean the state of work of the Project, which in the opinion of the Engineer; the Contractor has completed the work in all respects including removal of debris and Contractor’s material on site.

**“Taking-Over Certificate”** means certificate indicating date on which Contractor has completed the Work in all respects in accordance with the Contract along with the snag list to attend and complete it. The Take-Over Certificate shall be issued by Engineer within 28 days after the receipt of the Contractor’s application to Engineer for a Take-Over Certificate, which Contractor applies not earlier than 14 days before the Works will, in the Contractor’s opinion, be complete and ready for taking over.

**“Defect Liability Period”** means the period from the date of completion of work certified by Engineer to the last date of Defect Liability Period as stated in the Contract Data.

**“Defect Liability Period”** means the period from the date of completion of work certified by Engineer to the last date of period as stated in the Contract Data.

**“Performance Certificate”** means the certificate indicating date on which Contractor has completed his obligations to Engineer’s satisfaction to constitute the approval of the Works. Performance Certificate shall be issued by the Engineer by the date 28 days after the expiry of the Contract Period or as soon as after such date as the Contractor has provided all Construction Documents, tested all the Works and the clearance of Site.

**“Well in advance”**- means minimum seven days notice or time period as specified by the Engineer.

### **GCC3 HEADINGS AND MARGINAL NOTES:**

The headings and marginal notes are not a part of these conditions and shall not be taken into consideration in their interpretation.

### **GCC4 INTERPRETATION:**

Words importing persons and parties shall include firms and corporations and any organization having legal capacity. Words importing the singular also include the plural and vice versa where the context requires, words importing one gender also include other genders.

### **GCC5 LAW AND LANGUAGES**

The languages are English and the local language of Goa State, India. The Ruling Language is English.

Law: The Contract shall be governed by and construed in accordance with the local law and no suit or other proceeding relating to the Contract shall be filed or taken by the Contractor in any Court of Law except the court in the State of Goa, which shall have exclusive jurisdiction to hear and determine all actions and proceedings in connection with, or arising out of the Contract, and the Contractor shall submit to the jurisdiction of the aforesaid Court for the purpose of any such action and proceedings.

### **GCC6 DOCUMENTS ON SITE**

The Contractor shall keep on the site one complete set of documents forming the Contract, Working drawings, the Construction Documents, Variations, other communications given or issued by notice, instruction, consent, approval, certificate or determination by any person,



Technical Standards, CPWD specifications, Codes and Regulations. The Employer, the Engineer and their assistants shall have the right to use such documents at all reasonable times.

### **GCC7 PRIORITY OF DOCUMENTS**

The documents forming the Contract are taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:

- a) The Contract Agreement.
- b) The Letter of Acceptance of tender / Work Order
- c) Schedule of Quantities with relevant technical Specifications.
- d) Contract Data.
- e) Scope of Work and Technical Specifications.
- f) Working Drawings.
- g) Special Conditions.
- h) General Conditions.
- i) Employer's Requirements.
- j) All other parts forming the Tender document.
- k) Any other documents forming part of the Contract.

### **GCC8 DIMENSION:**

Figured dimensions are in all cases to be accepted in preference to scaled dimensions. Large-scale details take precedence over small-scale drawing or else as determined by the Engineer. In case of discrepancy, the Contractor may request the Engineer to clarify before proceeding with the work.



### **GCC9 SUPPLY OF DRAWINGS AND DOCUMENTS BY ENGINEER**

#### **Number of copies of approved document:**

Two copies of drawings duly authenticated by Employer shall be provided to the Contractor free of charge.

#### **Supply of additional copies:**

The Contractor shall make at his own cost any further copies required by him.

#### **Copyright of the documents supplied by the Engineer:**

Drawings shall remain in the sole custody of the Engineer. The Drawings, Specification and other documents provided by the Employer or the Engineer shall not without the consent of the Engineer, be used or communicated to a third party by the Contractor.

Upon issue of the Performance Certificate, the Contractor shall return to the Engineer all Drawings, Specification and other documents provided under the Contract.

### **GCC10 SUPPLY OF DESIGN, DRAWINGS AND DOCUMENTS BY CONTRACTOR**

The Contractor shall appoint “**Design Consultant**”: design architect, MEP engineers approved by Employer to carry out detail design and working drawings / drawings Good for Construction. The Working drawings shall be based on the Contract / Tender documents. Upon submission by the Contractor, these working drawings shall be get reviewed and duly approved by Employer as a drawing Good for Execution

It shall be in accordance with “Contract Clause 8.3: Contractor to provide utilities and facilities for employer”

#### **Number of copies of approved document:**

The Contractor shall supply to the Engineer two copies of all working Drawings, Specifications and other documents submitted by the design consultant / Contractor and approved by the Engineer (PMC). All the drawings shall be duly authenticated by the Employer / Engineer (PMC).

Supply of additional copies:

In addition the Contractor shall supply such further copies of such Drawings, Specification and other documents at his own cost as the Engineer may request in writing for the use of the Employer.

**GCC11 CONTRACTOR'S USE OF EMPLOYER'S DOCUMENTS**

Copyright in the Contract and other documents issued by the Employer or the Engineer to the Contractor shall (as between the parties) remain the property of the Employer. The Contractor may at his cost, copy, use and communicate any such documents for the purpose of the Contract. They shall not without the Employer's consent, be used, copied or communicated to a third party by the Contractor, except as necessary for the purpose of the Contract.

**GCC12 DELAY IN ISSUANCE OF DRAWINGS & INSTRUCTIONS AND LIKELY DISRUPTION OF PROGRESS.**

The Contractor shall give notice providing details of the drawing or instruction required and by when and why it is required referring to Contractor's approved work schedule, any delay or disruption likely to be suffered if it is late.

The Contractor shall give such notice to the Engineer with a copy to the Employer, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time.

**GCC13 FAILURE OR INABILITY OF THE ENGINEER TO ISSUE ANY DRAWINGS/ INSTRUCTIONS CAUSED BY CONTRACTOR'S FAILURE.**

Contractor's failure in whole or in part, to submit working drawings issued by his approved Design Consult, Specifications, Work Schedule to get approved and to implement or any other documents, requires to submit under Contract, which leads to the Engineer's inability or failure to issue any drawings or instructions, the Engineer shall take such failure by the Contractor into account when making his determination pursuant to cost implication and /or time extension.

**GCC14 CONTRACTOR NOT LIABLE FOR FAILURE OR INABILITY OF THE ENGINEER TO ISSUE  
ANY DRAWINGS / INSTRUCTIONS**

Failure or inability of Engineer to issue drawings or instructions, within the reasonable time in all circumstances, for which the Contractor shall not be liable and the notice has been given by the Contractor in accordance with this Contract notifying the delay and / or costs incurs then the Engineer shall determine, in consultation with Employer and the Contractor, extension of time to which the Contractor is entitled and / or the cost incurs due to such delay. With prior approval from the Employer, the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

**GCC15 SUPPLEMENTARY DRAWINGS, SKETCHES AND INSTRUCTIONS ISSUED BY THE  
ENGINEER**

The Engineer shall have authority to issue supplementary drawings, sketches, and instructions to the Contractor, from time to time, for execution of the Work and remedying defects in accordance with this Contract. The Contractor shall bound by the same, as per the Contract, to carry out the work

**GCC16 PART OF PERMANENT WORK DESIGNED BY THE CONTRACTOR**

The Contractor shall design part of permanent work, wherever Contract provides, and submit to the Engineer for approval. This cover drawings, calculations, Specifications, operation manuals and other information as shall be necessary to satisfy the Engineer as to the suitability and the adequacy of the design. Approval by the Engineer under this clause shall not relieve the Contractor of any responsibilities under this Contract.

**GCC17 COMMUNICATION****Written and Verbal Communication:**

Wherever provision is made for the giving or issue of any notice, instruction, consent, approval, certificate or determination by any person shall be in writing. .“Written” or “in writing”, means any hand-written, type written or printed communication. Any verbal instruction, notice or consent shall be confirmed in writing within a week.



Delivery of Messages:

All certificates, notices or written orders to be given to the Contractor by the Employer or the Engineer and all notices to be given to the Employer or to the Engineer by the Contractor shall either be delivered by hand against written acknowledgement of receipt or be sent by registered post.

Advance message for information:

The agreed systems of electronic transmission such as facsimile or e-mail shall be advance message for information. Such message shall be re-confirmed in writing within a week

Addresses for the receipt of communication:

The addresses for the receipt of such communications shall be as stated in the Contract Data.

**GCC18 COMPLIANCE WITH STATUTORY REGULATIONS AND LAWS.**

The Contractor shall in all matters arising in the performance of the Contract, comply with, give notices under, and pay all fees required by the provisions of Indian Law and Law of State of Goa or any regulation of any legally constituted public authority having jurisdiction over the Works. The Contractor shall obtain all permits licensees or approvals required for any part of the Works in reasonable time taking account of the times for delivery of the materials and for completion of the Works.

The Contractor shall conform to the provisions of the statutes relating to the works, and to the Regulation and bylaws of the local Authority, and of any water, lighting and other Companies or Authorities with whose systems the structures are proposed to be connected, and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming give to the Engineer written notice, specifying the variations proposed to be made and the reasons for making them and request for instruction thereon. In case, the Contractor shall not within 15 days receive such instructions, he shall proceed with the work conforming to provisions, regulations in question.

The Contractor shall bring to the attention of the Engineer all notices required by the said Acts, Regulations or bylaws to be given to any Authority, and pay to such Authority or to any Public

Officer all fees that may be properly chargeable in respect of the works, and lodge copies of the receipts with the Engineer.

#### **GCC19 PERMITS, LICENSES OR APPROVALS REQUIRED FOR ANY PART OF THE WORK**

The Employer shall, at the request and cost of the Contractor, may assist him in applying for permits or licenses, approvals that are required for any part of the Works.

#### **GCC20 EMPLOYER'S ENTITLEMENT TO TERMINATE**

The Employers shall be entitled to terminate the Contract at the Employer's convenience at any time after giving 30 days prior notice to the Contractor, with a copy to the Engineer

#### **GCC21 ENGINEER'S AUTHORITY TO DELEGATE**

The Engineer may from time to time delegate any of his duties to Engineer's Representative, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy has been delivered to the Employer and the Contractor.

Any determination, instruction, inspection, examination, testing, consent, approval or similar act by any such Representative of the Engineer, in accordance with the delegation, shall have the same effect as though it had been an act of the Engineer, However, any failure to disapprove any materials or Workmanship shall not prejudice the right of the Engineer to reject such material and Workmanship.

If the Contractor questions any determination or instruction of a Representative of the Engineer, the Contractor may refer the matter to the Engineer, who shall confirm, reverse or vary such determination or instruction. The Engineer's Representative is a purely reporting Technical Personnel. Any consent or approval given by Engineer's Representative which is not in accordance with the Contract or in contradiction to the Contract , such matter shall not prejudice the right of the Engineer to reject such material, consent and / or approval and the engineer's decision in accordance with this Contract shall be binding on the Contractor.

#### **GCC22 ENGINEER'S INSTRUCTION**

Unless it is contractually impossible, the Contractor shall comply with instructions given by the Engineer in accordance with the Contract.

**GCC23 ENGINEER TO ATTEMPT AGREEMENT**

When the Engineer is required to determine value. Cost or extension of time, he shall consult with the Contractor in an endeavor to reach an agreement. If agreement is not achieved, the Engineer shall determine the matter fairly, reasonably and in accordance with the Contract. In either case Engineer shall recommend such determination to the Employer for approval.

**GCC24 GENERAL OBLIGATION OF CONTRACTOR (In Brief)**

The Works as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any Works, which are necessary to satisfy the Employer's Requirements, or arises from any obligation of the Contractor, and all Works not mentioned in the Contract but which may be referred to be necessary for stability or completion or the safe, reliable and efficient operation of the Works to the satisfaction of the Engineer.

The Contractor shall execute and complete the Works, including providing Construction Documents, within the Time for Completion, and shall remedy all defects within the Contract Period. The Contractor shall provide all superintendence, labour, materials, Contractor's Equipment, temporary Works and all other things, whether of a temporary or permanent nature, required for such execution, completion and remedying of defects.

The Contractor shall satisfy himself regarding the Employer's Requirement and the items of reference for mentioned in the Clause GCC28 - Setting Out. The Contractor shall give notice to the Engineer of any error, fault or other defect in the Employer's Requirement or such items of reference. After receipt of such notice, the Engineer shall determine whether Clause GCC70 – "Addition, Alteration and Omission and Change Notice" shall be applied, and shall notify the Contractor accordingly. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Works, irrespective of any approval or consent by the Engineer

**GCC25 CONTRACTOR'S REPRESENTATIVE**

The Contractor's Representative shall give his whole time to directing the preparation of the Construction Documents and the execution of the Works. Except as otherwise stated in the Contract, the Contractor's Representative shall receive (on behalf of the Contractor) all notices,

instructions, consents, approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the site, a suitable replacement person shall be appointed, and the Engineer shall be notified accordingly.

The Contractor's Representative may delegate any of his powers, functions and authorities to any competent persons and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, specifying the powers, functions and authorities being delegated or revoked. The Contractor's Representative and such persons shall be fluent in the language for day-to-day communications.

The Contractor's representative shall be fluent in English. The Contractor shall employ sufficient key Site Management, Technical and supervisory personnel as required by Engineer but not less than minimum recommended in Schedule C – "Proposed Key Site Management and Technical Personnel to be employed on this Project". The Contractor shall supply to the Engineer the details of all supervisory and other staff employed by the Contractor and notify changes when made and satisfy the Engineer regarding the quantity and sufficiency of the staff thus employed. The Engineer will have the unquestionable right to ask for changes in the quality and number of the Contractor's supervisory staff. The Contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer

### **GCC26 CO-ORDINATION OF THE WORKS**

The Contractor shall be responsible for the co-ordination and proper execution of the Works, including co-ordination of other Contractor. The Contractor shall, afford all reasonable opportunities for carrying out their Works to :

- a) Any other Contractor employed by the Employer and their Workmen.
- b) The Workmen of the Employer;
- c) The Workmen of any legally constituted public authorities, who may be employed in the execution on or near the Site of any Works not included in the Contract, which the Employer may require.



The Contractor shall obtain, co-ordinate and submit to the Engineer for his information all details (including details of Works to be carried out off the site) from Sub-Contractor. The Contractor shall be responsible for the location of their Works or materials, in order to ensure that there is no conflict with the Works of other Sub-Contractor, the Contractor or other Contractor

### **GCC27 SUB - CONTRACTOR**

The Contractor shall not sub-Contract the whole of the Works. Further,

- a) The prior consent of the Engineer shall be obtained to proposed Sub-Contract;
- b) Not less than 28 days before the intended date of each Sub-Contractor commencing Works on the Site, the Contractor shall notify the Engineer.

The Contractor shall be responsible for observance by all sub-Contractor of all the provisions of the Contract. The Contractor shall be responsible for the acts of defaults of any sub-Contractor, his agents or employees, as fully as if they were the acts of defaults of the Contractor, his agents or employees.

### **GCC28 SETTING OUT**

The Contractor shall be responsible for:

- a) Setting out of alignment, dimensions, levels, original points specified in the Contract Document:

Set out the Works in relation to original points, lines and levels of reference specified in the Contract Document or, if not specified, given by the Engineer in writing.

- b) Correctness of Contractor's Works:

The Contractor shall be responsible and rectify, at his cost, any error in the positions, levels, dimensions or the alignment of the Works observed at any time during or after construction.

- c) All necessary instruments, labours and equipments:

The Contractor shall provide all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

**d) Checking of alignment, dimensions, levels, original points by the Engineer:**

The checking of all the setting out of the proposed Works relative to existing features, various levels, dimensions etc to be undertaken prior to the commencement of Works, including providing the facility for the Engineer to undertake a timely check on his setting-out, and alerting the Engineer to any likely problems foreseen.

**e) Contractor's Responsibility for Setting out of alignment, dimensions, levels, original points**

The checking of any setting-out or any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof at any stage of work or after the same is completed. The Contractor shall carefully protect and preserve all bench-marks and other things used in setting-out the Works.

Dismantling and disposing of temporary road, causeway to meet the original line and level and re-instate the area to meet original functional requirements.

**GCC29 QUALITY ASSURANCE**

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. Such system shall be in accordance with the details stated in the Contract. Compliance with the quality assurance system shall not relieve the Contractor of his duties, obligations or responsibilities.

Details of all procedures and compliance documents shall be submitted to the Engineer for his information before each execution stage is commenced. When any document is issued to the Engineer, it shall be accompanied by the signed quality statements for such document, in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system and require corrective action to be taken.

**GCC30 SITE DATA**

The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the data and other available information, and to have satisfied himself (so far as is practicable, taking account of cost and time) before submitting the Tender as to:

- a) The form and nature of the Site;

- b) The hydrological and climatic conditions;
- c) The extent and nature of the Works Materials necessary for the execution and completion of the Works, and the remedying of any defects;
- d) The means of access to the Site and the accommodation and other facilities, which may be required for the Work.
- e) Surface amenities and utilities like signals, electric poles, water-supply lines, telephone duct etc., subsurface amenities or services of similar nature which can be apprehended by normal surveillance, existing at or near site, which may get affected due to the work, making it good to serve the purpose it intended and to the satisfaction of engineer.

The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances, which may influence or affect the Tender. All data shall be treated as provided to the Contractor without any risk and responsibility to the Employer. No claim will be entertained on the grounds of mis-interpretation or insufficiency or inaccuracy of such data.

#### **GCC31 MATTERS AFFECTING THE EXECUTION OF THE WORKS**

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract price shall cover all his obligations under the Contract and all things necessary for execution and completion of the Works and the remedying of any defects.

#### **GCC32 TREASURE TROVE**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall (as between the parties) be the property of the Employer. The Contractor shall take reasonable precautions to prevent his staff, labour or other persons from removing or damaging any such article or thing, inform the Engineer, who may issue instructions for dealing with it.

**GCC33 ACCESS ROUTE AND FACILITIES**

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall be responsible for the maintenance of access routes. The Contractor shall provide any signs or directions, which he may consider necessary for the guidance of his staff, labour and others. The Contractor shall obtain any permission that may be required from the relevant authorities for the use of such routes, signs and directions. The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route. The Contractor shall provide at his own cost, any facilities outside the site required by him for the purposes of the Works.

**GCC34 SAFETY PRECAUTIONS**

The Contractor shall comply with all applicable safety regulations and occupational health, access arrangements and operations on site. The Contractor shall, from the commencement of Works on site until taking –over by the Employer, provide with following and comply with Engineer's instructions in a week time.

Fencing, lighting, guarding and watching of the Works and Temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of owners and occupiers of adjacent land, the public and others.

**GCC35 PROTECTION OF THE ENVIRONMENT**

The Contractor shall take all reasonable steps to protect the environment (both on and off the site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract period shall not exceed the permissible values prescribed by law.

**GCC36 UTILITIES AND FACILITIES FURNISHED BY THE EMPLOYER**

No Utilities and Facilities shall be furnished by the employer.



### **GCC37 CLEARANCE OF SITE**

During the execution of the Works, the Contractor shall keep the site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish or temporary Works no longer required.

Upon the issue of any Taking –Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which such Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave such part of the Site and the Works in a clean and safe condition to the satisfaction of the Engineer Except that, the Contractor shall be entitled to retain on site, until the expiry of the Contract period, such Contractor's Equipment, Material and Temporary Works as required by him for the purpose of fulfilling his obligations under the Contract.

If the Contractor fails to remove, by 28 days after the completion of contract period, any remaining Contractor's Equipment, surplus material, wreckage, rubbish and temporary Works, the Employer may sell or otherwise dispose of such items. The Employer shall be entitled to retain, from the proceeds of such sale, a sum sufficient to meet the cost incurred in connection with the sale or disposal, and in restoring the site. Any balance shall be recoverable from the Contractor's by the Employer. The Performance certificate shall be issued only after the clearance of site.

### **GCC38 ACCESS TO WORKS:**

The Contractor shall be responsible for keeping unauthorized persons off the site and The Engineer, the Employer and any person authorized by them shall at all reasonable times have free access to the works and to the workshops, factories or other places where materials are being prepared or manufactured for the Contract and also to any place where the materials are lying or from which they are being obtained. No person unless authorized by the Engineer or the Employer, except the representatives 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 of works, the Contractor shall obtain the written permission of the Engineer for doing so.



### **GCC39 CONTRACTOR'S OPERATIONS ON SITE**

The Contractor shall confine his operations to the site and to any additional areas, which may be provided by the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land. If any work is to be done at a place other than the site of works, the Contractor shall obtain the written permission of the Engineer for doing so.

### **GCC40 REPORTING OF ACCIDENTS**

The Contractor shall be responsible for the safety of all persons working on the site including visitors. The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality/serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

### **GCC41 DOCUMENTATION**

#### **A) Construction Documents**

The Contractor shall prepare construction documents in sufficient detail to satisfy all regulatory approvals, to provide suppliers and construction personnel sufficient instruction to execute the Works and to describe the operation of the completed Works. The Engineer shall have the right to review and inspect the preparation of construction documents, wherever they are being prepared.

Each of the Construction Documents shall, when considered ready for use, be submitted to the Engineer for pre-construction review. Construction document- Schedule, methodology, Site-Organization chart, equipment /manpower mobilization details shall be submitted within 15 days of the Commencement date. In this sub-clause. "Review period" means the period required by the Engineer, which shall not exceed 10

days, calculated from the date on which the Engineer receives a construction documents and the Contractor's notice that it is considered ready, both for a pre-construction review in accordance with this Sub-Clause, and for use.

If the Contractor's construction document fails to comply with the Contract requirements, it shall be rectified, resubmitted and reviewed in accordance with this Sub-clause, at the Contractor's cost.

If the Engineer instructs that further construction documents are necessary for carrying out the Works, the Contractor shall upon receiving the Engineer instructions prepare such construction documents. Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects shall be rectified by the Contractor at his cost.

**B) Contractor Undertaking**

The Contractor undertakes that, if legally possible, the Construction Documents, the execution and the completed Works will be in accordance with the following, in order of priority:

- a) The law in the country, and
- b) The documents forming the Contract, as altered or modified by variations.

**C) Technical Standards and Regulations**

All work shall be carried out as proposed in the Contract Specifications As specified. Where there is item in the Schedule of Quantities, the description of the item appears same as in the Goa Schedule of Rates, the specification in CPWD Specification-Latest for the building works and relevant work IS Codes, Standard Specification, technical standards, construction and Coastal Goa Coastal Zone Management Authority environmental regulation, Safety regulations and the standards specified in the contract and schedules or defined by law shall be adhered to. The Engineer's specification, and these will be followed in the case of items not covered by the above specification. Further, if the Specification are not covered either in the contract specification or CPWD/ IRC Specification, in that order, than the latest IS Codes shall be followed as the detail are discussed with the engineer and as per the written instruction received for patented products the manufacturers specifications and/or the specifications in the Schedule of quantities along with Engineer decision shall be final and binding on the contractor. The contractor shall make available on the site latest copy of CPWD as well as all required IS Codes as and when directed by the Engineer.



#### **D) Samples**

The Contractor shall submit, at the expense of the Contractor, to the Engineer following samples and relevant information, found satisfactory by the Contractor as per the Contract, for pre-construction review and approval:

Manufacturer's standard samples of Materials, Samples (if any) specified in the Contract, and Additional samples instructed by the Engineer.

Each sample shall be labeled showing Contractor's name, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name and reference to the appropriate drawing number, technical specification section and paragraph number, intended use in the Works, all as applicable.

The Engineer, may, at his option, instruct the Contractor to submit samples of any one or two make among preferred makes stipulated in the Contract.

Such submittals shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such samples are needed for the incorporation into the Work. Samples shall be subject to review and the materials represented by such sample shall not be manufactured, delivered to the jobsite or incorporation into the Work without such review.

Samples, which have been reviewed, may, at Engineer's option, be returned to Contractor for incorporation into the Work.

It shall be the Contractor's responsibility to submit sample of all required items and as instructed by the engineer with test report from approved external laboratory for selection and approval of source within 15 days from commencement date. Irrespective of sample approval, the contractor shall comply with the technical requirements and quality tests specified in the Contract or relevant latest technical IS code or CPWD or GSR norms, whichever is stringent in nature for quality aspects.

#### **E) Operation Manuals**

Prior to commencement of the Tests of Completion the Contractor shall prepare and submit to the Engineer operation manuals in accordance with the Contract and in sufficient

details for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall not consider to be completed for the purposes of taking-over until such operation manuals have been submitted to the Engineer.

#### **GCC42 ERROR BY CONTRACTOR**

If errors are found in the Construction Documents, they and the Works shall be corrected at the Contractor's cost.

#### **GCC43 PATENT RIGHTS**

The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trade marks or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, the Contractor shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally chargeable in respect of all materials and actions.

#### **GCC44 STAFF AND LABOUR**

##### **A) Engagement of Staff and Labour**

The Contractor shall make his own arrangement for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding, Electricity, water and transport.

##### **B) Persons in the Service of Others**

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service or service hired by the Employer or the Engineer

##### **C) Rates of Wages and Conditions of Labour**

The Contractor shall pay rates of wages and observe conditions of labour more favorable than that prevails in the State of Goa and shall fully comply with all the provisions of labour, civil and other

state and center laws, statutory rules and regulations. In case of Contractor's non-compliance with any such provisions, Contractor shall indemnify Employer from and against all liabilities, damages, penalties, demands, etc.

**D) Labour Laws**

The Contractor shall comply with all the relevant labour laws applying to his employees, and shall duly pay and afford to them all their legal rights. The Contractor shall require all such employees to obey all applicable laws and regulations concerning safety at Works.

**E) Facilities for Staff and Labour**

The Contractor shall provide maintain all necessary accommodation and welfare facilities for his (and his Sub Contractor's) staff and labour. The Contractor shall not permit any of his employees to maintain any temporary or permanent living quarters within the structure forming part of the Works.

The Contractor shall provide and maintain at his own cost and expense, sanitary arrangements, for the use of workmen and others in accordance with the rules and regulations of all relevant authorities, at the location approved by Employer / Engineer.

**F) Occupational Health and Safety**

Precautions shall be taken by the Contractor to ensure the health and safety of his staff and labour. The Contractor shall, in collaboration with and to the requirement of the local health authorities ensure that medical staff first aid facilities, sick bay, are available at the accommodation and on the Site at all times and ambulance service, if required, available during emergency and that suitable arrangements are made for all necessary welfare and hygienic requirements and for the prevention of epidemics. The Contractor shall maintain records and make reports concerning health safety and welfare of persons and damage to property as the Engineer may reasonably require.

The Contractor shall appoint a member of his staff at the site, responsible for maintaining the safety and protection against accidents of personnel on the Site. This person shall be qualified for his Works and shall have the authority to issue instructions and take protective



measures to prevent accidents. The Contractor shall send to the Engineer details of any accident as soon as possible after its occurrence.

#### **GCC45 CONTRACTOR'S SUPERINTENDENCE**

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under Contract. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out for safe execution of the Works.

#### **GCC46 CONTRACTOR'S PERSONNEL**

The Contractor shall employ only persons who are careful and appropriately qualified skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove any person employed on the Site or Works including the Contractor's Representative who in the opinion of the Engineer:

- (a) Persists in any misconduct.
- (b) Is incompetent or negligent in the performance of his duties.
- (c) Fails to conform to any provisions of the Contract.
- (d) Persists in any conduct, which is prejudicial to safety health or the protection of the environment.

If appropriate the Contractor shall then appoint a suitable replacement person acceptable to the Engineer/Employer.

#### **GCC47 DISORDERLY CONDUCT**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and to preserve peace and protection of persons and property in the neighborhood of the Works against such conduct.



## **GCC48 MATERIAL AND WORKMANSHIP**

### **A) Manner of Execution**

All Materials to be supplied shall be manufactured and all Works to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the Works shall be executed in a proper, workmanlike and careful manner with properly equipped facilities and non-hazardous materials and in accordance with recognized good practice.

### **B) Delivery to Site**

The Contractor shall be responsible for procurement, transportation, receiving, unloading and safekeeping of all materials, Contractor's equipment and other things required for the completion of the Works

### **C) Inspection**

The Employer and the Engineer shall be entitled, during manufacture, fabrication and preparation at any places where Works are being carried out to inspect examine and test the materials and workmanship and to check the progress of manufacture of all materials to be supplied under the Contract. The Contractor shall give them full opportunity to inspect examine measure and test any Works on Site or wherever carried out.

The Contractor shall give due notice to the Engineer whenever such Works are ready before packaging covering up or putting out of view. The Engineer shall then either carry out the inspection, examination, measurement or testing without unreasonable delay, or notify Contractor that it is considered unnecessary. If the Contractor fails to give such notice, he shall, when required by the Engineer uncover such Works and thereafter reinstate and make good at Contractor's cost.

### **D) Testing**

For Tests, before completion, the Contractor shall provide all documents and other information necessary for testing.



The Contractor shall agree well in advance with the Engineer, the time and place for the testing of any materials and other parts of the Works. The Engineer and / or Employer's Representative shall give the Contractor not less than 24 hours notice of his intention to attend the Tests. The Contractor shall provide sufficient suitably qualified and experienced staff to carry out the Tests specified in the Contract.

Contractor shall arrange everything including vehicle to witness / attend laboratory testing at approved external laboratory, at convenient and agreed time by Engineer and Contractor. Or the Employer may appoint approved independent external laboratory set up (approved third party) at the site to carry out various quality assurance and quality control testing of ongoing work and the cost towards third party quality certifications shall be borne by the Contractor.

If the Engineer / Employer's Representative does not attend at the time and the place agreed or if the Contractor and the Engineer / Employer's Representative agree that the Engineer / Employer's Representative shall not attend, the Contractor may proceed with the Tests, unless the Engineer instructs the Contractor otherwise. Such Tests shall be deemed to have been made in the Engineer's presence. The Contractor shall promptly forward to the Engineer duly certified reports of the Tests. If the Engineer has not attended the Tests, he shall accept the reading as accurate. When the specified Tests have been passed, the Engineer shall endorse the Contractor's test certificate or issue a certificate to him, to that effect.

**E) Removal of Improper Work and Materials:**

The Engineer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which in the opinion of the Engineer are not in accordance with the specifications or the instructions of the Engineer, and the substitution of proper materials and removal and proper re-execution of any work, which has been executed with improper materials or workmanship. And the Contractor shall forthwith carry out such orders at his own cost. In case of default on the part of the Contractor to carry out such orders, the Employer may employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from the Contractor or may be deducted by the Engineer from any money due or may become due to the Contractor. If the work with minor defects can be allowed to remain in the work, the



Engineer may allow such work to remain and in that case may propose payment for this part of the work at a suitable reduced rate.

## **GCC49 COMMENCEMENT, DELAY AND SUSPENSION**

### **A) Commencement and completion of milestones**

The Contractor shall commence the Work within 10 days from the date of “Letter of commencement of work / Work Order” of the Bid and shall regularly proceed with and complete the same before the stipulated period of completion stated in the Contract Data subject nevertheless to the provisions for extension of time hereinafter contained.

### **B) Time for Completion**

The whole of the Works shall be completed and shall have passed the Tests on Completion, if any, within the time for Completion or within the extended time for the Works

### **C) Extension of Time for Completion**

The Contractor may apply for an extension of time for Completion in the event of:

- a) The amount and nature of extra or additional work falls under critical activity, which shall affect project completion milestone;
- b) Exceptionally adverse climatic conditions affecting the critical activities at the time of event giving arise and approved by the Engineer;
- c) A force majeure event;
- d) Any cause or delay referred to in these Conditions;
- e) Any delay impediment or prevention by the Employer.

If the Contractor intends to apply for an extension of time for Completion, the Contractor shall give notice to the Engineer of such intention as soon possible and in any event within 7 days of the start of the event giving rise to the delay, together with any other notice required by the Contract and relevant to such cause. If the Contractor cannot submit all relevant details within such period because the cause of delay continued for a period exceeding 7 days, the

Contractor shall submit interim details at intervals of not more than 28 days (from the first day of such delay) and full and final supporting details of his application within 7 days of the last day of delay. The Contractor shall keep such contemporary records as may be necessary to substantiate any application and such other records as may reasonably be requested by the Engineer. The Contractor shall permit the Engineer to inspect all such records and shall provide the Engineer with copies as required.

The Engineer shall proceed to agree or determine either prospectively or retrospectively such extension of time for Completion as may be due. The Engineer shall notify the Contractor accordingly. When determining each extension of time, the Engineer shall review his previous determinations and may revise, but shall not decrease, the total extension of time granted earlier.

#### **GCC50 COMPENSATION FOR DELAY**

If the Contractor fails to complete the Works ***and clear the site on or before the stipulated date of completion or extended date of completion***, the contractor shall ***without prejudice to any other right or remedy available under the law to the employer on account of such breach, pay as agreed compensation*** the sum stated in the contract data for such default of every day which shall elapse between the relevant time for completion and the date stated in the completion certificate, ***provided always that the total amount of compensation for delay to be paid under this clause shall not exceed the limit of compensation amount stated in the contract data.***

The Employer may, without prejudice to any other method of recovery, deduct the amount of such ***compensation*** from any monies due or to become due to the Contractor. In the event of an extension of time being granted under this Contract, the amount due under this sub clause shall be recalculated accordingly, and any over payment refunded. The payment or deduction of such ***compensation amount*** shall not relieve the Contractor from his obligation to complete the Works or from any other of his duties obligations or responsibilities under the Contract. ***The time allowed for the execution of the work as specified in the contract data or the extended time*** in accordance with these conditions shall be the essence of the contract.

At any time after the Employer has become entitled to ***receive compensation for delay***, the Engineer may give notice to the Contractor requiring the Contractor to complete within a

specified reasonable time for completion. Such action shall not prejudice the Employer's entitlements to payment under sub-clause and to terminate as per the Clause -Termination Clause.

***If the cost of the executed work is below 25% of the original cost of the work (original contract price), then the compensation amount will be restricted to, based on actual cost of work done as stated in the contract data.***

### **GCC51 SUSPENSION OF WORKS**

The Engineer may at any time instruct the Contractor with the prior approval of the Employer, to suspend progress of part or all the Works. During suspension the Contractor shall protect, store and secure such part or the Works against any deterioration loss or damage.

### **GCC52 CONSEQUENCES OF SUSPENSION**

If the Contractor suffers delay and/or incurs cost in following the Engineer's instructions and in resumption of the Works and if such delay and/or cost was not foreseeable by an experienced Contractor, the Contractor shall give notice to the Engineer, with a copy to the Employer. After receipt of such notice the Engineer shall proceed to agree or determine any extension of time to which the Contractor is entitled and the amount of such cost, which shall be added to the Contract price and shall notify the Contractor accordingly with prior approval of the Employer. Except that the Contractor shall not be entitled to such extension and payment of cost of the suspension is due to a cause attributable to the Contractor or is necessitated by a Contractor's risk.

The Contractor shall not be entitled to extension of time for, or payment of the costs incurred in making good any deterioration, defect or loss caused by poor workmanship or materials, or by the Contractor's failure to take the measures for suspended Works.

### **GCC53 a) PROLONGED SUSPENSION**

If suspension has continued for more than 84 days, and the suspension is not due to a cause attributable to the Contractor, the Contractor may by notice to the Engineer require permission to proceed within 28 days. If permission is not granted within that time, the Contractor may treat



the suspension as an omission of the affected part of the Works. If such suspension affected the whole of the Works, the Contractor may terminate this employment.

#### **GCC53 b) Resumption of Works**

After receipt of permission or of an instruction to proceed, the Contractor shall after notice to the Engineer and together with the Engineer, examine the works, materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the works or materials, which has occurred during the suspension.

If the Employer has taken over risk and responsibility for the suspended Works, risk and responsibility shall revert to the Contractor 14 days after receipt of the permission or instruction to proceed.

#### **GCC54 TESTS ON COMPLETION**

##### **A) Contractor's Obligation**

The Contractor shall carry out the tests on completion, if any, in accordance with this clause and the Clause GCC 48 (D) 'Testing', after providing the documents in accordance with Clause SCC 8 "As-Built Drawings" and Clause 41 (E) "Operation Manual". The Contractor shall give, the Engineer, 21 days notice of the date after which the Contractor will be ready to carry out the Tests on completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.

In considering the results of the test on completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, have passed the tests on completion, the Contractor shall provide the Engineer and the Employer with a certified report of the result of all such tests.

##### **B) Delayed Tests**

If the tests on completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out such tests within 21 days after the receipt of such notice. The Contractor shall carry out such tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the tests on completion within 21 days, the Engineer may himself proceed with such tests. All such Tests so carried out by the Engineer shall be at the risk and cost of the Contractor. These tests on completion shall then be deemed to have been carried out in the presence of the Contractor and the results of such tests shall be accepted as accurate.

### **C) Re-testing**

If the Works, or a section, fail to pass the Tests on completion then the Engineer or the Contractor may require such failed Tests and the Tests on completion on any related Works, to be repeated under the same terms and conditions with no additional cost to Employer.

### **D) Failure to Pass Tests on Completion**

If the Works or a section, fail to pass the tests on completion, the Engineer shall be entitled to:

- a) Order further repetition of tests on completion.
- b) Reject the Works or give notice to the Contractor requiring him to make good such failure and remedy the same within the specified reasonable time with no additional cost to Employer.
- c) Reject the Works, in which event the Employer shall have the same remedies against the Contractor as are provided under clause "Default of Contractor" or
- d) Issue a Taking-Over Certificate, if the Employer so requires; the Contract price shall then be reduced by such amount as may be decided by the Employer and the Contractor shall then proceed in accordance with the other obligations under the Contract.

## **GCC55 EMPLOYER'S TAKING OVER**

### **A) Completion Certificate**

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the Engineer and within 14 days of the receipt of such notice, Engineer shall inspect the work and if it is completed in all respects shall furnish the Contractor with a certificate of completion.



### **B) Taking-Over Certificate**

The works shall be taken over by the Employer when they have completed in accordance with the Contract and a Taking-Over Certificate for the Works has been issued.

The Contractor shall intimate in writing to the Engineer as and when the works are complete in all respects within 21 days in order to enable the Engineer to intimate the Employer to take possession of the same. The works shall not be considered as completed, until the Engineer has certified in writing that the same has been “completed”. The defects liability period shall commence from the date of Completion of Work certified by Engineer. Liquidated damages shall be applicable till the date of Completion.

### **C) Use by the Employer**

The Employer reserves the right to use any part of the Works though the Engineer has not issued a Taking-Over Certificate for such part.

After the Engineer has issued a Taking-Over Certificate for the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding test on completion, if any, and the Contractor shall carry out such test on completion as soon as practicable, before the expiry of the Contract period.

### **GCC56 SETTLEMENT OF DISPUTES BY CIVIL SUITS**

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the Specifications, design, drawings and instructions mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or things whatsoever in any way arising out of or relating to the contract, designs, drawings, BOQ, specifications, instructions, orders or other conditions or otherwise concerning the works or the execution, or failure to execute the same whether arising during progress of the work or after the completion or abandonment thereof, shall be settled through civil suits to be filed in Court of Competent Jurisdiction within the state of Goa, within 30 days from the date of rejection of any of Contractor's claim by the Employer.

## **GCC57 DEFECTS LIABILITY**

### **A) Defects Liability Period**

In these Conditions the expression “Defects Liability Period” shall mean the defects liability period named in the Contract Data, calculated from the date of completion of the works as mentioned in the Taking Over Certificate certified by the Engineer in accordance with Clause GCC 55 A), or in the event of more than one certificate having been issued by the Engineer under Clause GCC55 A), the respective dates so certified, and in relation to the Defects Liability Period the expression “ the works” shall be construed accordingly.

### **B) Completion of Outstanding Works and Remedying Defects:**

To the intent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall execute all such work of amendment, reconstruction, and remedying defects as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

### **C) Cost of Remedying Defects:**

All Works of amendment, reconstruction, and remedying defects or damage as referred above, shall be executed by the Contractor at his own cost, if the necessity for such Works is due to:

- (a) Materials or Workmanship not being in accordance with the Contract, or
- (b) Failure by the Contractor to comply with any of his other obligations.

If such necessity is due to any other cause, the Engineer shall notify the Contractor accordingly and seek agreement to an adjustment to the Contract Price in consultation with the Employer. In this event, Sub-Clause: ‘Variation Procedure’ shall apply to such Works.

### **D) Extension of Contract Period**

The Contract Period shall be extended by a period equal to the sum of any periods, after the works are taken-over, during which the works that cannot be used, for the purposes for which





they are intended, by reason of a defect or damage; except that the extension of Contract Period shall not be extended by more than two years.

**E) Contractor's failure to carry out the Instructions:**

In case of default on the part of the Contractor in carrying out such instructions within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs, consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor or the Security Deposit and the Engineer shall notify the Contractor accordingly, with a copy to the Employer

**F) Contractor to Search**

The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer.

**G) Documentation during Defect Liability Period:**

The Contractor shall maintain Site Instruction Book throughout the defect liability period. The Contractor shall submit to the Engineer Quarterly Road Inspection and Maintenance Report comprising instruction issued by the Engineer during the period under consideration and the action taken by the Contractor and the Engineer review /comments on that.

**H) Performance Certificate**

The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer and delivered to the Contractor stating the date on which the Contractor completed his obligations to the Engineer's satisfaction.

The Performance Certificate shall be given by the Engineer by the date 28 days after the expiry of the Contract Period, or as soon after such date as the Contractor has provided all the Construction Documents and completed and tested all the Works, including remedying any defects. Only the Performance Certificate shall be deemed to constitute approval of the Works.

**I) Unfulfilled Obligations**

After the Performance Certificate has been issued, the Contractor and the Employer, and the Engineer to the extent obliged, shall remain liable for the fulfillment of any obligation, which remains unperformed at that time. For the purpose of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.

**GCC58 MEASUREMENT, INVOICING AND CERTIFICATE FOR PAYMENT****A) Quantities:**

The quantities set out in the Schedule of Quantities are the estimated quantities for the Work, indicative in nature and not actual. Correct quantities of the Work are to be executed under the Contract.

**B) Measurement of Works:**

The Engineer from time to time intimate the contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified representative to assist the Engineer or the Engineer's representative in taking such measurements and calculations, and to furnish all particulars or give all assistance required by either of them.

Should the Contractor not attend or neglect or omit to send such a representative, then the measurements taken by the Engineer or approved by him shall be taken to be the correct measurements. The measurements of works shall be recorded by the Engineer or his authorized representatives in the Measurement Books issued by the Employer for the works. The measurements shall wherever not mention in the contract, be taken in accordance with MORT & H / CPWD Specifications / other relevant codes. All the measurements of the items shall be taken up to two decimal points except steel, which shall be taken up to three decimal points

**C) Monthly Measurement for Interim Payment****I) Submission of Monthly Interim Payment / Running Account Bill for approval:**

The Contractor shall submit to Engineer interim payment / running account bill for a minimum amount as stated in the Contract data for approval. Each page of the bill shall be signed and stamped by the Contractor's representative.

II) Preparation of Interim Payment / Running Account Bill for approval:

The Engineer or his authorized representative shall compute quantities and approve the accepted work, materials and make recommendations for payment of Contractor's Interim Payment / Running Account and final bills. The bills containing abstract of costs, measurement books, in hard and soft copies, quality test reports, secured advance statements etc., shall also be submitted.

The interim payment / running account bill shall comprise of the following:

- (a) The bill in duplicate giving the value of permanent works executed.
- (b) Concerned measurement books containing measurements and abstract of cost.
- (c) Statement of Secured Advance accompanied by the original invoices / purchase vouchers and bills, if any.
- (d) Statement indicating adjustment under Price Variation Clause, if any.
- (e) Statement showing any other sum the Contractor may be entitled under the Contract or otherwise.
- (f) Statement of deduction towards security deposit, other taxes, etc.
- (g) Statement showing recovery of royalty charges on mineral material.
- (h) Copy of tests reports of materials and works for which payments are proposed.
- (i) Copies of field notes, computations and other records made by Contractor and approved by Engineer for the purpose of determining quantities

**Minimum bill amount**

The minimum amount of bill shall be computed in the following manner:-

$$= (\text{Cost of work}) \times 0.8 / \text{Construction Period}$$

For the first two R.A Bills and pre-final bill, the minimum amount of bill shall be 50%, as specified above. In case, minimum bill amount is not achieved due to reasons beyond the control of contractor, Managing Director will have powers to condone the amount of minimum bill.

#### **GCC59 PAYMENT ON SUBMISSION OF INTERIM / RUNNING ACCOUNT BILL**

The interim bill shall be certified by the Engineer within twenty (20) calendar days provided the Contractor submits all relevant backup documents, vouchers, test certificates etc while forwarding the bill for payment. The date of receipt of the last relevant backup documents, vouchers, test certificates etc. shall then be considered as the date of submission of the bill. Within ***Twenty (20) calendar days*** after receipt of Contractor's interim / running account bill, authenticated by the Engineer, the Employer will pay Contractor's certified bill amount (less any amount required to be withheld by Indian Tax Authorities or any other deduction or amount due from the Contractor) after proper scrutiny and corrections, if found necessary. However, an advance of 75% of the RA Bill certified by the Consultants will be released upon receipt of the bill.

#### **GCC60 ADVANCE PAYMENT FOR MOBILIZATION**

##### **(a) MOBILIZATION ADVANCE**

- NOT APPLICABLE –

#### **GCC61 SECURED ADVANCE FOR MATERIALS FOR THE PERMANENT WORKS**

If this Sub-Clause applies, Interim Payment Certificates shall include (i) an additional amount as stated in Contract data, as secured advance for any materials (**except Electrical and Mechanical equipments**) which are in the opinion of the Engineer non-perishable, no-fragile, non- combustible and in accordance with the contract and which have been brought to the Site for incorporation in the Permanent Works, and (ii) a deduction when they have been incorporated in the Permanent Works. No secured advance shall however be paid on high risk materials; and material having low unit value such as ordinary glass, sand, petrol, diesel etc. The Engineer shall determine each addition and deduction in accordance with the following provisions:

The materials are in accordance with the specification for the permanent works.

Such materials have been delivered to site and are properly stored and protected against loss or damage and Contractor provides a comprehensive insurance cover for full cost of such materials till the period they are incorporated in the works. The Contractor records on the requirements orders, receipts and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer:

The Contractor shall submit the monthly statement of the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment therefore.

The ownership of such materials shall be deemed to vest in the Employer till the necessary deductions of the advances are made in the bills.

The materials are of Imperishable nature. The advance payable for such materials on site shall not **exceed Ninety (90%) percent** of the value of materials, as determined by the Engineer, or an amount not exceeding **90%** of material element cost in the tendered rate of the finished item whichever is lower.

No secured advance is paid for the materials unless they are to be normally used within three months at the most, except when they are specifically approved by the Employer/Engineer.

Recoveries of advances so made shall be made in full from the next Interim Bill without interest.

A formal agreement, may, at Employer's option, be drawn up with the Contractor under which the Employer secures a lien on the materials and the same are safe-guarded against losses due to the Contractor postponing the execution of the Works or to the shortage or misuse of the materials and against the expenses entailed for their proper watch and safe custody.

No secured advance is made for any materials unless the Contractor submits programme to justify that they are to be used within three months.

#### **GCC62 CORRECTION OF CERTIFICATES**

If the Work is not carried out to the satisfaction, to omit or to reduce the value of such work in any Interim Payment / running account bill, the Engineer / Employer may by any Interim



Payment/ running account bill make any correction or modification in any previous Interim Payment/ running account bill which shall have been issued by him.

### **GCC63 STATEMENT ON COMPLETION**

After the issue of the Completion Certificate in respect of the whole of the Works, the Contractor shall submit, not later than 45 days, to the Engineer two copies of a Statement on Completion with supporting documents showing in detail, in the form approved by the Engineer:

a) The final value of all works done in accordance with the Contract up to the date stated in such Taking-Over Certificate.

b) Any further sums which the Contractor considers to be due, and

The Engineer shall certify payment in accordance with Clause GCC58 (MEASUREMENT, INVOICING AND CERTIFICATE FOR PAYMENT).

### **GCC64 SECURITY DEPOSIT**

#### **a) PERFORMANCE GUARANTEE**

The successful bidder (Contractor) shall deposit an amount equal to **3%** of the original contract price as Performance Guarantee in the form of Government Securities, FDR of a Nationalized/Scheduled Bank, an irrevocable Bank Guarantee payable at Panaji of any Nationalized/Scheduled Bank or the State Bank of India in the prescribed form as approved by the Employer, within **15 days** from the date of issue of Letter of Acceptance.

The performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.

The Performance Guarantee shall be released on successful completion of the work and upon issuance of completion certificate as per the conditions of the contract, without any interest.

The Employer shall not make a claim under the Performance Guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.
- b) Failure by the Contractor to pay Employer any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Employer.

In the event of the contract being determined or rescinded under provision of any of the Clause/condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

#### **b) SECURITY DEPOSIT**

The Security Deposit shall be collected by deductions from the running bills at the rate of 5% and the Earnest Money deposited will be treated as part of the Security Deposit. Earnest Money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit starts exceeding the earnest money. A sum of 5% of the gross amount **(including taxes)** of the bill shall be deducted from each running bill of the Contractor till the sum along with the sum already deposited as Earnest Money will amount to Security Deposit of 5% of Contract Price of the work. This is in addition to the Performance Guarantee that the Contractor is required to deposit.

50% of the security deposit shall be released after successful completion of 1<sup>st</sup> year of defects liability period. Further 25% of the security deposit shall be released after successful completion of 2<sup>nd</sup> year of defects liability period and balance 25% of security deposit shall be released after completion of third year of defect liability period.

The above mentioned amounts shall be released in full only if all the required repair have been carried out by the contractor in a timely manner, to the complete satisfaction of the



Engineer/Employer. In the event of the failure of the contractor to properly remedy the defects, the security deposit amount shall be released with appropriate deductions.

**c) ADDITIONAL BANK GUARANTEE (S) FOR LOW QUOTED ITEMS**

**The successful bidder (contractor) shall submit additional Bank Guarantee (s) for an amount equal to estimated amount minus quoted amount for all the items quoted below 25% of the estimated rates before issue of LOC/ WO (to be submitted along with performance Bank Guarantee) for the works costing more than Rs.5.00 Crores and such BG (s) will be released after execution of such below quoted items.**

**GCC65 FINAL STATEMENT**

After the issue of the Performance Certificate in respect of the whole of the Works, the Contractor shall submit, not later than 45 days, to the Engineer two copies of a draft Final Statement with supporting documents showing in detail, in the form approved by the Engineer:

- a) The final value of all works done in accordance with the Contract up to the date stated in such Taking-Over Certificate.
- b) Any further sums which the Contractor considers to be due, and

The Engineer shall certify payment in accordance with Clause GCC 58. (MEASUREMENT, INVOICING AND CERTIFICATE FOR PAYMENT).

**GCC66 DISCHARGE**

When submitting the Final Statement, the Contractor shall submit a written discharge, which confirms that the total of the Final Statement represents full and final settlement of all monies due to the Contractor under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the balance retention money in accordance with Clause GCC 64 (Security Deposit) has been returned to the Contractor.





#### **GCC67 ISSUE OF FINAL PAYMENT CERTIFICATE**

The Engineer shall issue to the Employer, with a copy to the Contractor, the Final Payment Certificate with consultation with the Employer, within 28 days after receiving the corrected Final Statement and written discharge from the Contractor, stating:

- (a) The amount which is finally due, and
- (b) After giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled other than liquidated damage, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be. If the Contractor has not applied for a Final Payment Certificate, the Engineer shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he considers to be due.

#### **GCC68 CESSATION OF EMPLOYER'S LIABILITY**

The Employer shall not be liable to the Contractor for any matter arising in connection with the Contract, unless the Contractor shall have included a claim in respect thereof in his Final Statement and in the Statement at Completion.

#### **GCC69 PAYMENT DUE TO INCREASE/DECREASE IN PRICE OF CEMENT AND/OR STEEL REINFORCEMENT BARS AND/OR BITUMEN AND/ OR STRUCTURAL S.TEEL SECTIONS AFTER RECEIPT OF TENDER**

**THIS CLAUSE IS NOT APPLICABLE FOR THIS PROJECT. NO PRICE VARIATION SHALL BE PAID FOR THIS WORK.**

#### **GCC70 ADDITION, ALTERATION, OMISSION AND SCOPE CHANGE NOTICE**

##### **GCC70.1 ENGINEER'S INSTRUCTION FOR VARIATION**

Variations may be initiated by the Engineer in consultation with the Employer at any time during the Contract Period by instruction. The Contractor shall not make any alteration and / or modification of the Works, unless and until the Engineer instructs or approves a Variation. If the

Construction Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

The Engineer, within his capacity, at any time, by written change notice unilaterally make any change in the Work within the general scope of this Contract, including but not limited to changes:

1. In the drawings, design or specifications,
2. In the method manner or sequence of Contractor's Work;
3. In Engineer or Employer furnished facilities, equipments, materials, services or site(s);
4. Directing acceleration or de-acceleration in performance of the Work;
5. Modifying the Contract schedule or the Contract milestones.

If the work shown on any further drawings or work that may be necessary to comply with any such instructions, directions or explanations, be in the opinion of the Contractor extra to that comprised in or reasonably to be inferred from the Contract, he shall before proceeding with such work, give notice in writing to this effect to the Engineer, and in the event of the Engineer agreeing to the same in writing, the Contractor shall be entitled to receive payment in respect of such extra work as an authorized extra.

The Contractor shall forthwith comply and fully execute any work comprised in such Engineer's inspections provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Engineer shall, if involving a variation, be confirmed in writing by the Contractor within 7 days and if not disagreed in writing within further 14 days by the Engineer such shall be deemed to be the Engineer's instructions within the scope of the Contract.

If the Engineer and the Contractor fail to agree as to whether or not there is an extra then if the Engineer decides that the Contractor is to carry out the said work, the Contractor shall do so, and the question whether or not there is an extra, and if so, the amount thereof, shall failing agreement, be settled under the provisions of Clause GCC 56 "SETTLEMENT OF DISPUTES

BY CIVIL SUITS.”, but such reference shall in no way delay the execution of work and the fulfillment of this Contract.

No drawing 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 “VALID FOR CONSTRUCTION”. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of Clause GCC70 (Alterations, Additions, Omissions and Change Notice), or by the Authorities on directions in writing of the Engineer as herein mentioned.

### **GCC70.2 Variations**

The Engineer shall make any variation of the form as specified below, be necessary and for that purpose, he shall have the authority to instruct the Contractor to do after taking necessary approval of the Employer and the Contractor shall do any of the following:

- (a) Increase or decrease the quantity of any work included in the Contract,
- (b) Omit any such work,
- (c) Change the character or quality or kind of any such work,
- (d) Change the levels, lines, position and dimensions of any part of the Works,
- (e) Execute additional work of any kind necessary for the completion of the Works, or
- (f) Change any specified sequence or timing of construction of any part of the Works.

However, that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such defaults shall be borne by the Contractor.

### **GCC70.3 Variation Procedure for Scope Change Notice.**

Any Addition to the Contract Price due to varied work:

**Rates set out in the Contract:**

Any addition to the Contract price required to be determined for varied work, shall be valued at the rates set out in the Contract, if the same shall be applicable. Provided further that no change in the rate or price for any item contained in the Contract shall be considered unless such item accounts for an amount more than 25% (Twenty five percent) of the contract price and the actual quantity of work executed under the item exceeds or falls short of the quantity set out in the schedule of quantities by more than 25% (Twenty five percent) for any variation of quantity. The quantities mentioned are indicative and can vary. The item may be deleted from the scope of work and the Employer reserve the right to increase or decrease or delete the scope of work / quantities.

**Rates not in the Contract Price:**

If the contract does not contain any rate or price applicable for the varied work or extra substituted work derived item the rates and prices are applicable in the contract shall be used as the basis for variation as far as may be reasonable.

**Valuation of Variation.**

If the Contract does not contain any rate or price applicable for the varied work or extra items, the rates and prices available in the Contract shall be used as Rates for variation such as additional, altered, substituted work as far as may be reasonable under the clause shall be worked out in accordance with the following provisions in their respective order:

- a) If the rates are already specified in the contract, the contractor is bound to carry out the variations at the same rates.
- b) If the rates are not specifically provided in the contract, the rates shall be derived from the rates of similar items specified in the contract.
- c) If no rates are specified in the contract or cannot be derived from similar items, then the rates payable will be as per LATEST: Goa Schedule of rates (GSR) / MSR for electrical, as follows.
  - i) GSR 2019 for Buildings (**excluding pre-GST Taxes**) with Corrigendum dated 05<sup>th</sup> August ,2023 issued by Public Works Department , Goa at minus / plus Contractors percentage

by which the tender amount of work awarded is lower or higher than the corresponding estimated amount of work actually awarded.

- ii) GSR 2014 for Roads (state / Highway) (**excluding pre-GST Taxes**) ) with Corrigendum dated 05<sup>th</sup> August ,2023 issued by Public Works Department , Goa minus / plus contractors' percentage by which the tender amount of work awarded is lower or higher than the corresponding estimated amount of work actually awarded.
  - iii) GSR 2019 for Water supply (**excluding pre-GST Taxes**) ) with Corrigendum dated 05<sup>th</sup> August ,2023 issued by Public Works Department , Goa at minus / plus Contractors percentage by which the tender amount of work awarded is lower or higher than the corresponding estimated amount of work actually awarded.
  - iv) GSR 2018 for Electrical (**excluding pre GST taxes**) ) with Corrigendum dated 05<sup>th</sup> August ,2023 issued by Public Works Department , Goa at minus/plus Contractors percentage by which the tender amount of work is awarded is higher or lower than the corresponding estimated amount of work actually awarded.
  - v) Maharashtra State Schedule of Rates for year **2021-22 (without GST)** for Electrical at minus / plus Contractors percentage be which the tender amount of work awarded is lower or higher than the corresponding estimated amount of work actually awarded.
  - vi) If the rates cannot be worked out as stated at a), b), c) above then the rate for such item shall be determined on the basis of prevailing market rates when the work is done plus 15% for overheads and profit.
- (d) If the rates for the deviated, extra and substituted items cannot be determined in the manner specified in sub-clause (a) to (c) above, then the rates for such works shall be worked out on the basis of the Schedule of rates of the concerned sub works specified above minus/plus which total amount of the concerned sub- works specified bears to this sub work estimated cost put to tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of rates, the rate for such parts will be determined by the Engineer- in- Charge on the basis of the prevailing market rates when the work was done.

- (e) If the rates cannot be worked out as stated at a), b), c) and d) above then the rate for such item shall be determined on the basis of prevailing market rates when the work is done plus 15% for overheads and profit.

**Provisional Rates for varied Work:**

In the event of disagreement, the Engineer shall fix such rates or prices in Consultation with the Employer and, as in his opinion appropriate, shall be notified to the Contractor accordingly, with the Copy to the Employer. Until such time as rate or price are agreed or fixed, the Engineer in consultation with the Employer shall determine provisional rates or price to enable on- account to be included in certificates issued. If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall submit as soon as practicable the following

- i. Change the character or quality or kind of any such work.
- ii. Change the levels, lines, position and dimensions.
- iii. Execute additional work of any kind necessary for the completion of the Works.
- iv. Increase or decrease the quantity and Cost.
- v. Change any specified sequence, or
- vi. Increase or decrease timing of construction of any part of the Works.
- vii. Revised Works schedule & Methodology etc. for its execution.

The Engineer shall, as soon as practicable after receipt of such programme, respond with approval, rejection or comments under “Scope Change Notice”

**GCC71 DAY WORK:**

- NOT APPLICABLE –

**GCC72 PROCEDURE TO CLAIM****7 days to claim after the event arise:**

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions, he shall give notice of his intention to the

Engineer, with a copy to the Employer, within 7 days after the event giving rise to the claim has first arisen.

**Up to date Records to support the Claim:**

The Contractor shall have to provide within reasonable time as agreed by the Engineer, all the necessary justifiable records / purchase vouchers to support the Claim. The Contractor shall permit the Engineer to inspect all records kept pursuant to the Claim. The Contractor shall supply the Engineer with copies thereof as and when the Engineer so instructs.

**Payment to Claims:**

The Engineer after due consultation with the Employer and the Contractor; and on verification of all the particulars supplied by the Contractor, may consider due to the Contractor. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment to such an extent as such particulars may be substantiated to the satisfaction of the Engineer.

The Engineer shall notify to the Contractor any determination made under this Clause, with the copy to the Employer.

**GCC73 PROVISIONAL SUM**

Not applicable

**GCC74 DEFAULT OF CONTRACTOR**

**GCC74.1 NOTICE TO CORRECT**

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within a specified reasonable time.

**GCC74.2 Termination**

If the Contractor:

- a. Fails to comply with a notice issued by Engineer.

- b. Abandons or repudiates the Contract.
- c. Without reasonable excuse fails: to commence the Works in accordance with Letter of Acceptance, to proceed with the Works in accordance with Clause 49 – ‘Commencement, Delays and Suspension’.
- d. Becomes bankrupt or insolvent, goes into liquidation.
- e. non performance of any of the terms & conditions of the contract/agreement and or any directions issued by the employer
- f. Assigns the Contract or Subcontracts the Works without the required consent.
- g. (g)If the employer, in its sole discretion and for any reasons whatsoever, decides to terminate this contract/agreement.

Then the employer may give not less than 10days written notice of termination to the Contractor and if the explanation, if any given by the Contractor is not satisfactory, the contract shall be terminated. In the event of termination contract, the contractor shall be expelled from the site. The Contractor shall then deliver all construction documents to the Engineer. The Contractor shall not be released from any of his obligations or liabilities under the contract. The rights and authorities conferred on the Employer and the Engineer by the contract shall not be affected.

The Employer may upon such termination complete the Works himself and/or by any other Contractor. The Employer or such other Contractor may use for such completion so much of the Construction Documents, Contractor’s Equipment, Temporary Works, Materials as he or they may think proper, upon completion of the Works, or at such earlier date as the Engineer thinks appropriate. The Engineer shall give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall remove or arrange removal of the same from such place without delay and at his cost

#### **GCC74.3 Valuation on Date of Termination**

The Engineer shall, as soon as possible after termination, determine and advise the Contractor of the value of the Construction Documents, Materials, and Works and all sums then due to the Contractor as at the date of termination.



**GCC74.4 Payment after Termination**

After termination, the Employer shall not be liable to make any further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Contractor, have been established. The Employer shall be entitled to recover from the Contractor the extra costs, if any, for completing the Works after allowing for any sum due to the Contractor. If there are no such extra costs the Employer shall pay any balance to the Contractor.

**GCC75 RISK AND RESPONSIBILITY****GCC75.1 INDEMNITY**

The Contractor shall indemnify and hold harmless the Employer, the Engineer, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the Works provided by the Contractor.

These indemnification obligations shall be limited to claims, damages, losses and expenses which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of physical property including consequential loss of use. Such obligations shall also be limited to the extent that such claims, damages, losses or expenses are caused in whole or in part by a breach of a duty of care, imposed by law on the Contractor or anyone directly or indirectly employed by the Contractor.

**GCC75.2 Contractor's care of the works**

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of issue of the Taking-Over Certificate, when responsibility shall pass to the Employer. If the Engineer issues a Taking-Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking-Over Certificate, when responsibility shall pass to the Employer.

The Contractor shall take responsibility for the care of any outstanding Works, which is required to be completed prior to the expiry of the Contract Period, until the Engineer confirms in writing that such outstanding Works has been completed.

If any loss or damage happens to the Works, arising from any cause other than the Employer's risks, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost so that the Works conform with the Contract. The Contractor shall also be liable for any loss or damage to the Works caused by any operations carried out by the Contractor after the date of issue of the Taking-Over Certificate.

### **GCC 75.3 Contractor's Risks**

The Contractor's risks are all risks other than the force majeure.

### **GCC76 INSURANCE**

The Contractor's All- risk- policy (CAR Policy) shall be deposited with the Employer. The Contractor's All- risk- policy shall cover for all risks inclusive of all sub headings given below:

#### **GCC76.1 Insurance for Works and Contractor's Equipment**

The Contractor shall insure the Construction Documents, Materials, structure and Works in the joint names of the Employer, the Contractor and Sub - Contractor against all loss or damage. This insurance shall cover loss or damage from any cause. Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that the Employer and the Contractor are covered from the date by which the evidence that the insurance have been effected, until the date of issue of the Taking-Over Certificate for the Works. The Contractor shall extend such insurance to provide cover until the date of issue of the Performance certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage occasioned by the Contractor or Sub-Contractor in the course of any other operations including Testing on completion of the Works.

The Contractor shall insure the Contractor's Equipment in the joint names of the Employer, the Contractor and Sub - Contractor, against all loss or damage. This insurance shall cover loss or damage from any cause. Such insurance shall be for a limit of not less than the full replacement value (including delivery to Site). Such insurance shall be in such a manner that each item of equipment is insured while it is being, transported to the Site and throughout the period it is on or near the Site.

**GCC76.2 Insurance against Injury to Persons and Damage to Property**

The Contractor shall Insure against liability to third parties, in the joint names of the Employer, the Contractor and Sub-Contractor, for any loss, damage, death or bodily injury which may occur to any physical property or to any person (except things insured for Works, Contractor's equipments and Workers), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate.

**GCC76.3 Insurance for Workers**

The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-Contractor, in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For a Sub-Contractor's employees, such insurance may be affected by the Sub-Contractor, but the Contractor shall be responsible for compliance with this Clause.

**GCC76.4 Insurance of Sub-Contractor**

The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractor, if any and shall be responsible for any claims or losses to the Employer resulting from their failure to obtain adequate insurance protection in connection thereof.

The Contractor shall produce or cause to be produced by his Sub-Contractor, relevant policy or policies and premium receipts as and when required by the Engineer the Contractor's All- risk-policy shall be deposited with the Employer.

**GCC76.5 General Requirements for Insurances**

Each insurance policy shall be consistent with the general terms agreed in writing prior to the Commencement date, and such agreement shall take precedence over the provisions of this Clause.

The Contractor shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the Engineer.

- a. Evidence that the insurances described in this Clause have been effected, and

- b. Copies of the policies for the insurances for Works, Contractor's Equipments, Contractor's Workers, insurance against injury to Persons and damage to property.

When each premium has been paid the Contractor shall submit copy receipts to the Employer. The Contractor shall also, when providing such evidence, policies and receipts to the Employer, notify the Engineer of so doing.

The Contractor shall affect all insurances for which he is responsible with insurers and in terms approved by the Employer. Payments received from insurers shall be used for the rectification of such loss or damage.

The Contractor shall comply with the conditions stipulated in each of the insurance policies. The Contractor shall make no material alteration to the terms of any insurance without the prior approval of the Employer. If an insurer makes any such alteration, the Contractor shall notify the Employer immediately.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor.

## **GCC77 FORCE MAJEURE**

### **GCC77.1 Definition of Force Majeure**

In this Clause, "force Majeure" means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a party to perform, including but not limited to:

- (a) Act of God;
- (b) Act of war (whether war be declared or not).

### **GCC77.2 Effect of Force Majeure Event**

Neither the Employer nor the Contractor shall be considered in default or in Contractual breach to the extent that performance of obligations is prevented by a force majeure event, which arises after the Commencement date.

**GCC77.3 Contractor Responsibility**

Upon occurrence of an event considered by the Contractor to constitute force majeure and which may affect performance of his obligations, he shall promptly notify the Engineer, and shall endeavor to continue to perform his obligations as far as reasonably practicable.

The Contractor shall also notify the Engineer of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals without the consent of the Engineer.

**GCC77.4 Employer's Responsibility**

Upon occurrence of an event considered by the Employer to constitute force majeure and which may affect performance of his obligations, he shall notify the Contractor and the Engineer, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The Employer shall also notify the Engineer and the Contractor of any proposals, with the objectives of completing the Works and mitigating any increased costs to the Employer and the Contractor.

**GCC77.5 Payment to Contractor**

If, in consequence of force majeure, the Works shall suffer loss or damage, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of Works executed in accordance with the Contract, prior to the event of force majeure.

**GCC77.6 Optional Termination, Payment and Release**

Irrespective of any extension of time, if a force majeure event occurs and its effect continues for a period of 182 days, either the Employer or the Contractor may give to the other a notice of termination, which shall take effect 28 days after the giving of the notice. If, at the end of the 28-day period, the effect of the force majeure continues, the Contract shall terminate. If the Contract is terminated under this Sub-Clause, the Engineer shall determine the value of the Works done and the amounts payable for any Works carried out for which a price is stated in the Contract.



EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT  
MORJIM , PERNEM- GOA

**GCC 78 Defects Liability Period**

Defects Liability Period means the period from the date of completion of work certified by Engineer to the last date of period as stated in the Contract Data.

## **CHAPTER 7: SPECIAL CONDITIONS OF CONTRACT AND CONTRACT DATA**

### **7.1 SPECIAL CONDITIONS OF CONTRACT**

#### **SCC1 ENGINEER'S DUTIES AND AUTHORITY**

The Engineer shall carry out the duties specified in the Contract. The Engineer shall have no authority to amend the Contract. The Engineer may exercise the authority specified in or necessarily to be implied from the Contract.

The Engineer shall obtain prior approval of the Employer in respect of –

|    |   |
|----|---|
| a. | Approving subletting of the Works   |
| b. | Granting claims to the Contractor   |
| c. | Ordering suspension of the Works  |
| d. | Determining an extension of time  |
| e. | Waiving off the penalty and arranging the repayment of compensation for delay                           |
| f. | Issuing of Variation Order  |
| g. | Ordering any Works/test beyond the scope of the Contract  |
| h. | Determining rates for the extra items / substituted items / reduced items                               |
| i. | Any variations in the Contract condition  |
| j. | Any other requirement, in Employer's opinion desire, intimated in writing, well in advance by Employer. |



Except as expressly stated in the Conditions of Contract, the Engineer shall have no authority to relieve the Contractor of any of its duties, obligations or responsibilities under the Contract. Any proposal, inspection, examination, testing, consent, approval or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility, including responsibility for his errors, omissions, discrepancies, and non-compliance

The Engineer shall submit copy to the Employer all the communications given or received by him in accordance with the Contract.

**SCC2 CONTRACTOR'S REPRESENTATIVE** (further to GCC25 as a Special Condition)

Unless the Contractor's Representative is named in the Contract, the Contractor shall well in advance prior to commencement date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall appoint such approved person on or before commencement date or before requesting for mobilization advance, if applicable whichever earlier, only by registered Power of Attorney. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer.

**SCC3 SITE ORDER BOOK**

A site order book shall be maintained on the site and it shall be the property of the Employer and the Contractor shall promptly sign orders given therein by the Engineer / Employer or their authorized representative and comply with them. The compliance shall be made by the Contractor in good time so that it can be checked. A blank site order books with machine numbered pages will be provided by the Contractor within three days from the commencement date for the purpose.

**SCC4 PROGRAMME**

The Contractor shall submit a programme (Works schedule in precedence networking & its descriptive notes in detail, Methodology etc.) to the Engineer, for information, within 14 days from the commencement date. The programme shall include the following:



- a. The order in which the Contractor proposes to carry out the Works (including each stage procurement, manufacture, delivery to site, construction, erection, testing and commissioning).
- b. All major events and activities in the production of construction documents.
- c. The periods for the pre-construction reviews under Sub-Clause – “Construction Documents” and for any other submissions, approvals and consents specified in the Employer’s Requirements and
- d. The sequence of all Tests specified in the Contract.
- e. Cash flow statement for entire construction period.
- f. Unless otherwise stated in the Contract, the programme shall be developed using precedence networking techniques (CPM networking using Project Planning and Scheduling software like Primavera P3 or M.S. Project), showing early start, late start, early finish and late finish dates, total float.

The Contractor shall, whenever required by the Engineer, provide in writing, for information, a general description of the arrangements and methods, which the Contractor proposes to adopt for the execution of the Works. No significant alteration to the programme, or to such arrangements and methods, shall be made without informing the Engineer. If the progress of the Works does not conform to the programme, Engineer may instruct the Contractor to revise the programme, showing the modifications necessary to achieve completion within the time for completion.

The Contractor shall give day-to-day Works programme, 24 hours in advance, in the format specified on the Program Register provided by the Engineer. The Contractor has to track the soft copy of the Programme on weekly basis to update the programme and compare of Actual Progress to Schedule Progress generated on Progress curve using the project scheduling software, and submit it to the Engineer in the format approved by the Engineer.

**SCC5 PROGRESS REPORTS**

Progress reports shall be prepared by the Contractor and submitted to the Engineer. Report shall be in the format as per this Clause and approved by the Engineer. The first report shall cover the period up to the end of the two weeks after the commencement date, subsequent reports shall be submitted bi-weekly indicating the progress during the preceding period. Reporting shall continue until the Contractor has completed all Works, which is known to be outstanding at the completion date stated in the Taking –Over Certificate for the Works. Each report shall include:

- a. Photographs and detailed descriptions of progress, including each stage procurement, manufacture, delivery to site, construction, erection, testing and commissioning.
- b. Charts showing the status of constructions documents, purchase orders, manufacture and construction.
- c. For the manufacture of each main item of Materials, the name of manufacturer, manufacture location, percentage progress and the actual or expected dates of commencement of manufacture. Contractor's inspections, Tests and delivery.
- d. Records of personnel and Contractor's equipment on site.
- e. Copies of quality assurance documents, test results and certificates of materials.
- f. Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations and
- g. Comparisons of actual and planned progress in the form of Progress curve using scheduling Software, with details of any aspects which may jeopardize the completion in accordance with the Contract and the measures being (or to be) adopted to overcome such aspects.
- h. Tracked bar chart, comparing status of tracked activities to the baseline activities for previous three week ending the period of submission giving reasons for delay in Works progress, if any and measure to recover from the delay.
- i. Detailed two weeks look ahead Works scheduled.



### **SCC6 CONTRACTOR'S EQUIPMENT**

The Contractor shall provide all equipment necessary to complete the Works. All Contractor's Equipment shall when brought on to the Site, be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the site any such equipment prior to 100 % completion of the particular activity and without the consent of the Engineer.

### **SCC7 TECHNICAL STANDARDS AND REGULATIONS** (further to GCC41 Construction Document Sub-Clause C- as a Special Condition)

All works shall be carried out as described in the tender items and contract specifications in conformity with the Specifications as per the latest guidelines / NBC/CPWD/ Bureau of Indian Standards (BIS )/ circular of MORT&H and relevant publications of Indian Road Congress (IRC). For aspects not covered by IRC and BIS, international standard practices, such as British and American Standard may be adopted.

The documents forming the Technical Standards are taken as mutually explanatory of one another.

For patented products, the manufacturer's specifications and instructions shall be followed. For any discrepancy in various specifications, Engineer's decision shall be final and binding.

Requisite original copies of all IS Codes, Standard & Specifications as per detailed list provided by the Engineer, shall be available on Site with the Contractor with in 21 days from the Commencement date without any additional cost to the Employer.

#### **(a) ORDER OF PREFERENCE**

The Order of Preference shall be as below:

1. Description of items in Bill of Quantity (BOQ).
2. Drawings and special conditions, if any,
3. Tender Specifications / CPWD specifications / Indian Standards published by Bureau of Indian standards. whichever is QA / QC stringent



### **SCC8 PROJECT COMPLETION REPORT**

The Contractor shall submit a project completion report at the time of handing over the Engineering data/drawings. All data/drawings furnished by Contractor/vendor in the form of drawings /documents/catalogues or in any other form for information/interface and/or review and approval are referred by the general term “drawings”.

The Contractor shall prepare, and keep-up-to-date, a complete set of “as –built” records of the execution of the Works, showing the exact “as-built” locations, sizes and details of the Works as executed with cross references to relevant specifications and data sheets. These records shall be kept on the site. The Contractor shall obtain the consent of Engineer as to their size, the referencing system and other pertinent details. Prior to the issue of any Completion Certificate, the Contractor shall submit to the Engineer one electronic copy one full-size original copy and two printed copies of the relevant “as-built” and any further Constructed Documents specified in the Contract. The Works shall not be considered to be completed for the purpose of completion until such documents have been submitted to the Engineer. All drawings shall be prepared using AutoCAD to record the precise details of the works completed.

### **SCC9 WORKING HOURS**

No Works shall be carried out on the Site outside the normal Working hours or on the locally recognized of days of rest unless:

- i) The Contract so provides
- ii) The Works are unavoidable, or necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer
- iii) The Engineer gives his consent.

Working on extended hours beyond normal working hours with prior agreement and /or determination between Contractor and the Engineer / Employer’s Representative to work on extended hours, Contractor must make arrangement of lodging and boarding or / and Transportation for Employer’s Representative / the Engineer as determine and agreed jointly.



### **SCC10 Rate of Progress and Site Meeting**

If, at time, the Contractor's actual progress falls behind the approved scheduled programme or it becomes apparent that it will so fall behind, the Contractor shall submit to the Engineer a revised programme taking into account prevailing circumstances. The Contractor shall at the same time notify the Engineer of the steps being taken to expedite progress so as to achieve completion within the time for completion. The Contractor shall implement approved schedule. If, at time, the Contractor's actual progress falls behind the approved schedule, the Engineer shall instruct the Contractor to prepare revised schedule, get approved and implement revised program to mitigate any delay, to achieve any minor / interim milestone. The Contractor shall not be entitled for any additional payment for implementing such steps. In case interim milestone are not achieved, stipulated penalty as described shall be levied.

If any steps taken by the Contractor in meeting his obligations under this sub-clause cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any monies due or to become due to the Contractor.

A senior representative of the Contractor shall attend weekly/ periodic meetings at works site and in addition meetings as arranged by Employer / Engineer to discuss the progress of work and sort out problems if any and ensure that the work is completed in stipulated time.

### **SCC11 COMPLIANCE WITH STATUTORY REGULATIONS AND LAWS.**

(Further to GCC18 as a Special Condition)

The Contractor shall bring to the attention of the Engineer all notices required by the said Acts, Regulations or byelaws to be given to any Authority, and pay to such Authority or to any Public Officer. All fees that may be properly chargeable in respect of the works, and lodge copies of the receipts with the Engineer. Well in advance before submission of any requisition or proposal or any payment to such Authorities the Contractor shall confirm with the Engineer the submittals on behalf of InfoTech Corporation of Goa Limited

### **SCC12 BONUS FOR EARLY COMPLETION:**

NOT APPLICABLE.

**SCC13 BIDDER CAUTIONED:**

Bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by bidder shall be summarily rejected.

**SCC14 APPROVED MATERIALS:**

The Contractor shall get all the materials / makes approved by the Engineer prior to placing order / procurement by submitted “Material Approval Sheet (MAS)” is an approved format. Schedule of MAS shall be submitted within 30 days or order finalization. During the material approval stage, the Contractor shall submit original leaflets / catalogues / brochures for all the bought out readymade material elements constituting the items of work showing the brand names, place of manufacturers with complete technical specification. The Contractor shall keep one set of samples of materials approved by the Engineer at the site. Further, upon approval of material samples / brands by the Engineer, the Contractor shall place order for such materials of approved brands / makes with manufacturers / authorized distributors and shall submit the copies of purchase order of said materials placed with the Company / authorized distributor to Engineer for confirmation purpose. Further, after the receipt of all materials / items at site, the Contractor shall furnish a copy of delivery challans, manufacturer’s test certificates and tax invoices of material of items procured at site to the Engineer for verification in respect of QA / QC purpose.

**SCC15 UTILITIES AND FACILITIES TO BE FURNISHED BY THE CONTRACTOR:**

As referred under **Chapter 8: Employers Requirements**

To provide utilities and facilities as per “Contract Clause 8.3: Contractor to provide utilities and facilities for employer” of Chapter 8: Employer’s Requirements.

**SCC16 SHIFTING OF PUBLIC UTILITIES:**

The contractor shall be responsible to co-ordinate with the service provider/ concerned authorities for shifting of utilities etc and making the site unencumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The expense incurred for shifting of utilities as required by the respective departments shall be made

by the contractor. The expenditure shown in the bills of government departments shall be reimbursed.

The information contained in the bid document containing the public utility service such as water, sewer power transmission lines, telephone lines and oil/ gas pipelines, OFC cables, etc. may not be exhaustive, and it shall be the responsibility of the contractor to ascertain the utilities that are likely to be affected by the works through site investigation and collection of information from the concerned utility owner.

The contractor will make payments to the respective service provider/ authorities for shifting of utilities, where ever required. The contractor will obtain necessary approvals from such authorities and also in cases where payments are not required to be made for such shifting.

Any utility likely to affected by contractor's work should be brought to the notice of the engineer and such work shall be undertaken only after getting written clearance from the engineer.

The contractor may be required to carry out certain works for and on behalf of the various bodies and the contractor shall also provided with the prior approval of the engineer, such assistance to the various bodies as may be authorized by the engineer.

**SCC 17** The contractor shall employ minimum site personnel (manager and technical staff as stated in Schedule (C).In case the contractor fails to employ technical staff as aforesaid , he shall be liable a reasonable amount not exceeding a sum of **Rs 25,000/-**(Rupees Twenty Five Thousand Only) for each month of default in case of **Site Engineer**. An amount of **Rs 20000/-**(Rupees Twenty Thousand Only) ,**Rs 15,000/-**(Rupees Fifteen Thousand Only) and **Rs 10,000/-**(Rupees Ten Thousand Only) for each month of default in case of **senior Engineer / Project Engineer, Quality control Engineer** and **supervisor** respectively.

#### **SCC 18 RECOVERY OF ROYALTY**

The Royalty on minor Minerals like Basalt, River sand, Bricks, Earth etc. consumed on contract work will be recovered by the Employer from the running bills of the contractor, at the rates stipulated in the Notification No 4/59/2015/Minor/Mines/3657 dt. 2.12.2015 published in Official Gazette, series I, No 37 dt. 28.7.86 or as the latest amended from time to time.

In the event of the contractor claiming payment of Royalty, he will have to produce satisfactory documentary evidence to the said effect for counter checking with the Director of Industries and Mine. (As per circular No 85/1/85-SSW-OWD/3 dt. 19.4.85)

The contractor shall deposit royalty and obtain necessary permit for supply of Red Basalt, stone Kunkar and other minor minerals like laterite, Basalt, river sand, brick earth etc. from local authorities and shall communicate to the Director of Industries and Mine, Government of Goa, the particulars of the suppliers of the above Minor Minerals from time to time in the course of the execution of the works. Copy of the said communication shall be endorsed to the Employer in any case before the preparation of the final bill.

**SCC 19** The defect liability period shall be of 3 years after the date of completion. The bidder will have to maintain the soft the MEP & HVAC services, complete wooden structure along with its components, STP, DG Set including electrical fixtures and landscape areas for the period of 5 years from the date of issue of completion certificate by the Engineer.

**SCC 20** The contractor shall maintain the landscape area during the Defects Liability Period.

**SCC 21** The contractor should take prior approval of ITG before finalizing the agencies for the various sub works.

**SCC 22** The Execution of work should be in accordance with Goa schedule of rates / Maharashtra schedule of rates.

### **SCC 23 Cement and Steel**

#### **Cement:**

#### **Special Conditions for Cement**

The contractor shall procure 43/53 grade (conforming to IS 8112) [ordinary Portland and 53 grade], as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tonnes or more per annum, such as ACC, Ultra Tech, J.P Rewa, Vikram, Shri Cement, Birla Jute & Cement Corporation of India, etc., as approved by the Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product.



**Steel:****Special Conditions for Steel**

The contractor shall procure TMT/CRS bars of Fe 415/Fe 500/Fe 550 grade (the grade to be procured is to be specified) from primary producers such as SAIL /TISCO/RINL/JSW/ESSAR/ISPAT or as approved by Ministry of Steel.

**SCC 24 Barricading at the project site.**

The contractor shall barricade as per the standard drawings only, failing which, no bills shall be processed.

Barricading will be carried out on all the sides of the project site as per the specifications and details specified time to time.

**SCC 25 Milestones for the Project**

The Contractor shall comply with the projects milestones as based on the time and financial progress of the project. They are specified as follow:-

| Sr.No | Time Limit | Financial Progress |
|-------|------------|--------------------|
| 1)    | 25%        | 12.5%              |
| 2)    | 50%        | 40%                |
| 3)    | 75%        | 80%                |
| 4)    | 100%       | 100%               |

**SCC 26 FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of works for any reason whatsoever and hence not require the whole or any part of the

works to be carried out, the Engineer shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at contract rates, full amount of works executed at site and in addition, a reasonable amount as certified by the Engineer for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.

- (i) Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Engineer shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Engineer shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by Engineer, cost of such materials as detailed by Engineer-in-charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

The Contractor shall, if required by the Engineer, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of item on (i) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure. Provided always that against any payment due to the Contractor on this account or otherwise, the Engineer shall be entitled to recover or be credited with any outstanding balances due from the Contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Employer from the Contractor under the terms of the contract.

### **SCC 27 ELECTRICAL LICENSE**

The work under electrical section shall be executed by agency having valid electrical license in the required category ( **Electrical Contractor –Class I** ) which may be produced to Engineer.

**SCC 28** The Contractor should take prior approval of Employer before finalizing the agencies for various sub works.

**SCC 29** The execution of work should be in accordance with latest Goa Schedule of rate / Maharashtra schedule of rates.

### **SCC 30 MATERIALS AND WORKMANSHIP: THIRD PARTY QUALITY CERTIFICATION**

(Further to GCC48 as a Special Condition) The Employer may appoint approved independent external laboratory set up (approved third party) at the site to carry out various quality assurance and quality control testing of ongoing work, and the cost towards third party quality certifications shall be borne by the Contractor.

**SCC 31** The approved design & drawing including all the submittals will be the Property of the Employer / ITG, who shall hold the rights to use the designs if and when required in the future.

### **SCC 32 Construction of Structure**

The contractor shall design & construct the entire structure in strict adherence with the Goa Coastal Zone Management Authority regulations, IS Standards for Wooden and Bamboo structures.

**SCC 33** The contractor shall carry out inspection of the structure including but not limited to during the defects liability period of the Wooden/Bamboo structure and its components for the period of 3 years from the date of handover completion of the site project to the authority, including monsoons.

**SCC 34** The contractor shall furnish the Wooden structure treatment report on monthly basis to the Employer. The materials and workmanship shall be in accordance with the requirement of the

appropriate IS code wherever applicable together with any building regulations or bye-laws governing the works.

**SCC 35** The Contractor shall complete the fabrication and installation work of Sewage treatment plant in adherence to the Goa Coastal Zone Management Authority regulations or any other regulation that forms the guiding principle in this regard.

**SCC 36** If at any time after the commencement of the work, if for any unforeseen reasons, the Project cannot be executed or is halted at a certain stage of execution, the contractor shall be paid proportionate to the work executed and the contractor shall be given the first right of executing a project of similar nature at any of the other Co working hub locations identified. In such a situation, willingness would be sought from the contractor, who if refuses or does not grant the consent within 15 days, the Employer would carry out the work at its discretion.

**SCC 37** The Contractor shall make necessary provisions of Insurance for the structure including, flooring, roofing etc. as may be required by the employer, from natural calamities & claims from third parties of death, bodily injuries etc., after the completion of the project and during the defects liability period of three years.

**CONTRACT DATA****7.2 CONTRACT DATA**

| <b>Clause No</b> | <b>Heading</b>         | <b>Brief Synopsis of Contract Data</b>   |
|------------------|------------------------|--|
| 2.1<br>N.I.T.    | Earnest Money Deposit: | <p><b>Rs. 9,59,800.00</b></p> <p>Mode of Payment towards Bid Security to be paid online through e-Payment mode via :</p> <p>a. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement (RTGS). Bidder requires to download pre-printed Challan towards credit of ITG available on e-tender website for making its payment through any of their Bank.</p> <p>b. Net Banking: Payment can be made through the Internet Banking of Any Bank.</p> <p>Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.</p> <p>Submission of E.M.D in any other mode shall not be acceptable.</p> |
| GCC2             | Definition: "Employer" | <p><b>"InfoTech Corporation of Goa Limited"</b></p> <p>Address:<br/>IT Hub, 3rd Floor, Altinho, Panaji, Goa - 403 001<br/>and the legal successors in title to such person, but not any assignee of such person.</p>   |

| Clause No | Heading   | Brief Synopsis of Contract Data   |
|-----------|---|---|
| GCC2      | Commencement date                                       | The stipulated date of commencement shall be reckoned from the 7 <sup>th</sup> day of issue of the “Letter of commencement of work / Work Order” issued by the Employer.  |
| GCC2      | Time for Completion / Construction Period:              | The period from the commencement date to the date of issue of certificate of completion = 100 days  |
| GCC10     | Supply of design, drawings and documents by Contractor  | As per Chapter 8: Employer's Requirements, Clause no 8.3: Contractor to provide utilities and facilities for employer   |
| GCC50     | Compensation for delayed completion:                    | <p><u>Compensation for delayed completion:</u></p> <p>Compensation at Rs. 10,000.00 (Rupees Ten thousand only) <i>per day of delay for carrying out the works beyond the time</i> specified for the total completion and shall be limited to a maximum of 10% of the original contract price.</p> <p>If the cost of the executed work is below 25% of the original cost of the work (original contract price), then the compensation amount will be restricted to, based on actual cost of work done.</p> |
| GCC57     | Defects liability period                                | 3 years.  |
| GCC58     | Measurement, Invoicing certificate for Interim Payment: | <p>The minimum amount of bill shall be computed in the following manner:-</p> <p><b>= (Cost of Work) x 0.8/Construction Period</b></p> <p>For the first two R.A Bills and pre-final bill, the minimum amount of bill shall be 50%, as specified above.</p>  |

| Clause No                  | Heading   | Brief Synopsis of Contract Data   |
|----------------------------|---|---|
|                            |   | In case, minimum bill amount is not achieved due to reasons beyond the control of contractor, Managing Director will have powers to condone the amount of minimum bill.   |
| GCC59                      | Interim Payment                                       | Within twenty (20) calendar days after receipt of Contractor's Interim / R. A. Bill, authenticated by Engineer. However, an advance of 75% of the R.A Bill certified by the employer will be released upon receipt of the Bill                              |
| GCC60 (a)                  | Advance Payment for Mobilization                      | Not Applicable  |
| GCC60 (b)                  | Recovery of Mobilization Advance:                     | Not applicable  |
| GCC61                      | Secured Advance for Materials for the Permanent Works | upto an amount not exceeding <b>90%</b> value of materials as assessed by the Engineer or an amount not exceeding <b>90%</b> of the material element cost in the tendred rate of the finished item whichever is lower. ( For further details as per GCC 61) |
| GCC63, GCC59, GCC58 D) III | Statement on Completion, Certification and Payment:   | 30 days on receipt of corrected Statement on Completion from the Contractor.  |
| GCC64                      | Security Deposit:                                     | a. <b>PERFORMANCE GUARANTEE</b><br><br>The successful bidder (Contractor) shall deposit an  |

| Clause No | Heading | Brief Synopsis of Contract Data  |
|-----------|---------|--|
|           |         | <p>amount equal to 3% of the original contract price as Performance Guarantee in the form of Government Securities, FDR of a Nationalised/Scheduled Bank, or irrevocable Bank Guarantee payable at Panaji of any Nationalised/Scheduled Bank of the State Bank of India in the prescribed form as approved by the Employer, within 15 days from the date of issue of Letter of Acceptance of Tender/Work Order.</p> <p>The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.</p> <p>The Performance Guarantee shall be released on successful completion of the work and upon issuance of completion certificate as per the conditions of the contract, without any interest.</p> <p>In the event of the contract being determined or rescinded under provision of any of the Clause/condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.</p> <p><b>b. SECURITY DEPOSIT</b></p> <p>The Security Deposit shall be collected by deductions from the running bills at the rate of 5% and the Earnest Money deposited will be treated as part of the Security</p> |



| Clause No | Heading   | Brief Synopsis of Contract Data   |
|-----------|---|---|
|           |   | <p>Deposit. Earnest Money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit starts exceeding the earnest money. A sum of 5% of the gross amount (including taxes) of the bill shall be deducted from each running bill of the Contractor till the sum along with the sum already deposited as Earnest Money will amount to Security Deposit of 5% of Contract Price of the work. This is in addition to the Performance Guarantee that the Contractor is required to deposit.</p> <p>c. ADDITIONAL BANK GUARANTEE (S) FOR BELOW QUOTED ITEMS</p> <p>The successful bidder (contractor) shall submit additional Bank Guarantee (s) for an amount equal to estimated amount minus quoted amount for all the items quoted below 25% of the estimated rates before issue of LOC/ WO (to be submitted along with performance Bank Guarantee) for the works costing more than Rs.5.00 Crores and such BG (s) will be released after execution of such below quoted items</p> |
| GCC 64    | Percentage of Security Deposit to be deducted from Interim/Running Account Bill | 5% of interim/Running Account Bill Amount (Amount towards actual Work done)   |
| GCC 64    | Limit of Security Deposit   | 5% of Contract Price (Actual value of work executed)  |

| Clause No | Heading                     | Brief Synopsis of Contract Data  |
|-----------|-----------------------------|--|
| GCC 64    | Release of Security Deposit | <p><b>a. PERFORMANCE GUARANTEE</b></p> <p>The Performance Guarantee shall be released on successful completion of the work and upon issuance of completion certificate as per the conditions of the contract, without any interest.</p> <p><b>b. SECURITY DEPOSIT</b></p> <p>50% of the security deposit shall be released after successful completion of 1<sup>st</sup> year of defects liability period. Further 25% of the security deposit shall be released after successful completion of 2<sup>nd</sup> year of defects liability period and balance 25% of security deposit shall be released on pro-rata basis every year till the balance defect liability period is over.</p> <p>The above mentioned amounts shall be released in full only if all the required repair have been carried out by the contractor in a timely manner, to the complete satisfaction of the Engineer/Employer. In the event of the failure of the contractor to properly remedy the defects, the security deposit amount shall be released with appropriate deductions.</p> <p><b>C . Release of BG(s) of below quoted items.</b></p> <p>The BG(s) will be released after the execution/delivery of the below quoted items/equipments and after the recommendation of these items by the Engineer.</p> |

| Clause No | Heading   | Brief Synopsis of Contract Data  |
|-----------|---|--|
| GCC67     | Final Payment on Completion of Defect Liability Period and on issuance of Performance Certificate:                                    | 30 days on issuance of Final Payment certificate by Engineer   |
| GCC69     | Payment due to Increase/Decrease in price of cement, steel, reinforcement bars, bitumen and structural steel after receipt of tender. | Not Applicable   |
| GCC76     | Insurance   | Submission of insurance policies to ENGINEER within 15 days from the date of commencement of the Work.   |
| GCC78     | Defects Liability Period  | 3 years from the date of completion as certified by the Engineer-in-charge.  |
| SCC4      | Programme:  | Time for Submission of the Programme: within 4 days from commencement date   |
| SCC12     | Bonus for Early Completion:   | Not Applicable.  |
| SCC13     | Bidder Cautioned:   | Bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by bidder shall be summarily rejected. |
| SCC15     | Utilities and Facilities to be furnished by the Contractor  | To provide utilities and facilities as per "Contract Clause 8.3: Contractor to provide utilities and facilities for employer" of Chapter 8: Employer's Requirements      |

## **CHAPTER 8: EMPLOYER'S REQUIREMENTS**

### **8.1 SCOPE OF WORK AND SPECIAL INSTRUCTIONS**

The proposed project envisages “**SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT MORJIM , PERNEM -GOA**”

ITG intends to engage a contractor who shall be responsible for developing a design and construction of the co-working space on DBT mode. After the completion of the Project, ITG shall engage an Operator for the running of the Co-working space for an initial period of 3 years, as listed in the Conditions of the Contract.

#### **A) GENERAL SCOPE OF WORK:**

- a. The detailed scope of work for project specific is described in the Volume II under specifications. However, any item of work required to be carried out as per the Contract for proper satisfactory completion of the work with good standard of workmanship shall be deemed to be included in the scope of work, with no additional cost for such items, whether, or not it is specifically included / described in the Volume II
- b. The Contractor shall ensure to meet the schedule milestones, quality and safety requirements of all Works as mentioned in the scope of Work
- c. The Contractor shall work in close co-ordination with the Engineer and Employer's Representative and shall attend various meetings to meet the schedule and quality requirements of the Work.
- d. The Contractor shall make his own arrangement for the protection and safety of his material and equipment at site. The Contractor shall also make his own arrangement for the electricity and water for construction purpose.

- e. The Contractor is to ensure the proper housekeeping of the Site at all times as per the satisfaction of Engineer so as to Work in a very safe and clean manner.
- f. The Contractor shall ensure timely submission of all reports, test results, samples.
- g. Arranging his own access to the Site.
- h. The Contractor shall carry out all the survey & layout works in relation to the Contractor. The Contractor shall make the reference pillars etc. required for setting out of the buildings and shall responsible for safeguarding them till the completion of the Contract.
- i. The Contractor shall submit his Construction Program within 4 days of Letter of commencement of work /work order describing in details the mobilization and requirement of labour and equipment in the form of CPM analysis and notes, working process for main activities / critical activities / new activities, Monitoring of work Progress, Financial Planning and cash flow charts, Survey and layout, Construction methodology, Quality plan including mix design requirements, Approved external Laboratory facilities, Testing frequencies, Acceptance Criteria, Calibrations, Control of Non-Conformities, Details of Site Quality Records, Various documentation in a formats approved / issued by Engineer, performance of tests etc, Approved vendor list for various standard materials like Cement, steel, bitumen, concrete frames, tiles , plumbing and electrical fixtures, wood, plywood, s.s steel and accessories and flushed doors etc. The Contractor shall prepare requisite documents, its submission on time, coordination, follow-up with concern statutory e.g. Police/ Labour / Health/ Power/ Water / Telecommunication and other Authorities to obtain requisite permission, NOC, supply and avail their facilities and to perform legal formalities to avoid any encumbrance on Work programme.
- j. The Contractor shall submit all necessary reports and data's required for monitoring the progress and quality of Works mentioned in the Scope of Work and in the formats approved by Engineer.
- k. Shop drawings for all fabrication work of permanent as well as temporary structures.
- l. As Built drawings for all works mentioned in the scope of Work.

- m. Site safety management and Supervision.
- n. Construction of labour camp at approved space
- o. Fencing, Barricading and proper illumination of the site.
- p. The Contractor shall include all the taxes as applicable in the rates quoted for various items specified in the bill of quantities except for Goods & Service Tax (GST) which will be paid as per the prevailing applicable rate during execution of work. Bidders will ensure that full benefit of input tax likely to be availed by them is duly considered while quoting rate.
- q. The contractor shall include all the cost towards packing, handling, transportation and placing in position in the rates quoted for various items in the Bill of Quantities.
- r. The cost towards all the items listed above is deemed to be covered in the rates quoted by the contractor for the items included in the Bill of quantities and no separate payments shall be made except for the items specifically included in the Bill of quantities.

**B) PROJECT SPECIFIC SCOPE OF WORK:**

The Authority proposes to develop various Co Working Spaces in Goa. The Project shall cover the broad themes as set out below to create Co Working hubs that facilitate physical, cultural, and social interactions amongst the citizens of Goa, National & International tourists; reflect the essence of the Goa and create an International benchmark.

The theme for development for Co Working hub on beaches shall be reserved to Wood/Bamboo structure: The objective is to design a G+1 wood/bamboo structure on stilt platform, which will comprise of various spaces and workstations which will be used by the broad variety of transient workers.

**I. Design & Development**

The contractor would be required to carry out the following activities for the Design & Development of the Co working spaces;

- a. The Contractor shall appoint an architect, MEP engineers and any other technical personnel as may be required for execution of a Design, Build & Transfer model of the Project.
- b. Preparation of Detailed design (Including presentation drawings, 3D views, working drawings, Furniture shop drawings, MEP layouts) as may be required for execution of the “Project”, to the satisfaction of the Employer.
- c. The design and development of the “Project” shall be strictly in adherence with the Goa Coastal Zone Management Authority Regulations.
- d. The contractor shall design and develop the Jumbo wooden pile foundation for the erection of entire structure as per IS standards.
- e. The contractor shall design & develop a proper landscape at the site according to the site conditions.
- f. The contractor shall design external lighting plan in the vicinity, complimenting the Co working space with adequate external lighting and shall supply, erect, and install the same.
- g. The contractor shall design & develop Bathing facility near the beach side in vicinity along with Locker facility and necessary sewage.
- h. The contractor shall design and provide HVAC, Electrical, Plumbing & Lighting systems as per Indian Standard Building Codes and National Building Codes.
- i. The contractor shall develop outdoor seating and workstations with necessary power supply and LAN connections.
- j. Quality Assurance and Quality Control, work schedule and monitoring, documentation and reporting and timely compliance of Employer’s requirements and Special Conditions of the Tender document
- k. Supply, installation, testing, necessary approvals & commissioning of installations.

- l. Detailed As built drawings and Joint records/documentation (before & after execution)
- m. The contractor shall provide quarterly working reports of HVAC, Electrical, Plumbing & Lighting systems along with structure as provided.
- n. The contractor shall design and provide Ergonomic Chairs, Furnitures and Adjustable Work desks.
- o. Tentative space planning and areas to be developed with indicative requirement and specification –

| Sr No. | Space  | Particulars   |
|--------|--|---|
| 1.     | Cafeteria  | <p>Wooden Storage: Fabricated wooden storages with min. 8 feet high laminate /bamboo cladding along with margins and two coats of clear polish.</p> <p>Cafeteria Counter: With undercounter storage and countertop with adequate support.</p>   |
| 2.     | Kitchen  | Supply erecting and commissioning of fully functional commercial kitchen with working sink. All cupboards to be of SS grade, racks, shelves, trolley, Dunnage rack, meat collection trolley, worktable with sink and bottom pipe shelf, SS grating with drain trough, handwash sink for operated, exhaust hood with baffle filters, fresh air grill, fore suppression system. |
| 3.     | <p>Toilets</p> <p>Male – 6 Urinals, 2 WCs 2 showers</p> <p>Female – 6WCs &amp; 2 showers</p> | <p>Supplying, fitting and fixing E.W.C. in white glazed vitreous chinaware of approved make complete in position with necessary bolts, nuts etc. including the cost of closet seat &amp; seat cover, 10 liter pvc cistern, flush pipe, pvc connector pipe, with P/S trap as required.</p> <p>Supplying, fitting and fixing of Wash Basin (550 x 400 mm.) white</p>            |



| Sr No. | Space                               | Particulars  |
|--------|-------------------------------------|--|
|        | (on each floor)                     | <p>glazed vitreous china of approved make supplied, including the cost of pvc connector, 32 mm. dia. pvc waste pipe, ss waste coupling all complete as directed.</p> <p>Supplying, fitting and fixing Chromium plated bib cock including cost of extension pipe &amp; wall flange.</p> <p>Supplying, fitting and fixing Chromium plated health faucet with wall holder including cost of extension pipe.</p> <p>Supplying, fitting and fixing Chromium plated Basin faucet.</p> <p>Supplying, fitting and fixing Chromium plated Basin faucet with wall holder including cost of extension pipe.</p> <p>Supplying, fitting and fixing Chromium plated angular / concealed Stop Cock.</p> |
| 4.     | Leisure/Recreation Space            | Open space with adequate lighting with provision of Snooker & other sports   |
| 5.     | Double heighted reception area      | Reception desk with adequate electric ports for systems, seating (2 Receptionists, 4 guests) Common Seating in waiting area.   |
| 6.     | Conference room (4 in No.)          | Conference table & Chairs for 20 pax with provision of Mounted LED projector and screen, conference room speakers & microphones & cable cubbies  |
| 7.     | Common Workstations area (4 in No.) | <p>Fabricating and Supply of Floor Mounted Bamboo Outdoor Seaters, Tables with Necessary Ply and MS Framework.</p> <p>Tables: Complete wooden tables with height adjustable option, adequate ground support and laminated top. Finished in margins</p>   |

| Sr No. | Space   | Particulars   |
|--------|---|---|
|        |   | <p>on reveals and plastic bushes below of various sizes ranging from(2400mm-3600mm).</p> <p>Chairs: Working chairs: Supplying and providing working office chairs with ergonomic high back support for long hours of working, with ventilated mesh fabric and castor wheels at bottom.</p> <p>High Chairs and Bar stools.</p> |
| 8.     | Sea -Side balcony area with Seated and standing work stations | <p>High table desks and seating.</p> <p>Adequate power supply / cable cubbies.</p> <p>Retractable awnings.</p>  |
| 9.     | Security / Guard room   | <p>Desk with seating</p> <p>Locker facility</p> <p>CCTV control room</p>  |
| 10.    | Server room   | Adequate power supply systems and cooling systems   |
| 11.    | Pantry  | Fresh water taps & basins, Stone top counters   |
| 12.    | Sea Side Shower facilities & lockers                          | <p>Provision for Shower rooms with Hot &amp; Cold running water.</p> <p>Lockers with keys</p>   |
| 13.    | STP   | Complete sewage treatment system compliant with environmental norms   |
| 14.    | HVAC System   | Complete HVAC energy efficient, minimum 3-star rating (VRV/VRF) system with all wires, conduits, packing with all   |

| Sr No.   | Space                          | Particulars   |
|--|--------------------------------|---|
|  |                                | sleeves for both indoor and outdoor units. VRF / VRV SYSTEM   |
| 15.  | Lights                         | item includes supplying, assembling, fixing, testing & commissioning Following Fixtures including all accessories, lamps & extension cords as maybe necessary complete. LED / Fluorescent fixtures (except down lighters) |
| 16.  | UPS Room                       | With appropriate provisions.  |
| 17.  | Landscape and elements         | Work Desk with umbrellas for outdoor work desks. Outdoor furniture. Sign boards on pathways. Garden Lamp post, sculptures etc. Lighting of entire project area.   |
| 18.  | Power back up facility         | Power back up facility to be provided for the entire project site including workstations and other electrical equipment.  |
| 19.  | Provision for Amphitheatre     | Wooden platforms or eco-friendly material suited on beaches as per CRZ standards.   |
| 20.  | Provision for recording studio | With basic necessary equipment's of standard make or as approved by authority.  |
| All the spaces to be created shall be as per the designs of the appointed architect and shall be executed under the supervision and to the satisfaction of Executive Engineer in charge. |                                |   |

- p. Development of any other facility, as felt necessary, for the smooth functioning of co-working space.
- q. The final design will be approved by the Employer before commencement of the work.

- r. The contractor shall carry out necessary repairs for upkeep of the structure including but not limited to Wooden/Bamboo structure and its components for the period of 3 years from the date of completion of the project, including monsoons.

## II. Miscellaneous

Besides the design & development of the Project, the contractor would be required to carry out the following activities;

- a. The contractor shall provide Original Equipment manufacturer (OEM) vendor details and shall provide support to the Employer and the Operator for ensuring smooth functioning of the MEP & HVAC services.
- b. The contractor shall ensure that the deployed fixtures and fittings should be competent for operation for a period of 3 (Three) years, if there are any changes in any installed design fixtures from that currently in production, it shall be replaced with one of equal specification.
- c. Obtain project approval by the Employer after commissioning of the Project & adhere to any functional or any other changes. These changes shall be incorporated without any extra cost to the Employer.
- d. Coordinate for the said work with the Engineering division & consultant appointed by the Employer as the case may be.
- e. Strictly follow the project timelines for timely delivery of the Project.

The Scope of Work listed above covers all the requirements of the Employer, however the same may not be exhaustive, and the contractor shall carry out independent investigations and studies to understand develop the knowledge of the site condition and requirements to deliver the level of service as specified in this document.

## 8.2 **DOCUMENTATION, INSTRUMENTATION**

The following items shall be deemed to be included in the tendered cost and no additional payment shall be made:

**“Operational Manual”** Manual describing access arrangements to various portion of the Project without affecting the intended operation of the project, important arrangements from the point of view of structural safety, procedure for minor and major repairs of each components of the project, renewals of finishes and treatments periodically shall be supplied by the Contractor free of cost.

The Contractor shall train the persons nominated by the **ITG**, Goa during handover of the equipment at site free of cost regarding the operation of the various equipment being erected in connection therewith. The persons so nominated shall be supplied with a set of necessary literature, operating instructions, wiring diagrams, etc. to enable them to attend to minor faults of the equipment later. For these purpose three copies of the operating instructions, literature, wiring diagrams etc. shall be supplied to the employer soon after the completion of Installation of the said equipments.

**“Quality Assurance Manual”** covering mix-designs, materials, testing, statistical quality control, etc. shall be prepared and supplied by the Contractor, in three printed sets and soft copies, free of cost well before starting the work.

**“Construction manual”** covering various aspects of construction methods, difficulties faced and how they were overcome during execution As-built drawings etc. shall be supplied by the Contractor in three printed sets and soft copies, free of cost at the time of completion of work.

### **8.3 CONTRACTOR TO PROVIDE UTILITIES AND FACILITIES FOR EMPLOYER**

The Contractor shall appoint **“Design Consultant”**: design architect and / or engineer, MEP engineers approved by Employer to carry out detail design and working drawings / drawings Good for Construction. The Working drawings shall be based on the Contract / Tender documents. Upon submission by the Contractor, these working drawings shall be get reviewed and duly approved by Project Management Consultant / Employer as a drawing Good for Construction.

The selected design by the authority, as submitted by the contractor, shall be the Property of the Employer.

The project cost to be considered shall be initially the awarded cost and later the completed project cost. The fees payable to the “**Design Consultant**” by the contractor shall be exclusive of GST. The contractor will have to pay to the “**Design Consultant**” the GST as applicable over and above the 2% fees. The Contractor shall load this fee amount in the quote. No separate payment shall be made on these accounts.

Based on the satisfactory performance of the Contractor for the project and by the discretion of Employer, Employer may ask the contractor to perform the similar works at other sites with same rates during the Construction period.

**CHAPTER 9: ANNEXURES AND SCHEDULES****9.1 ANNEXURES****9.1 DECLARATION OF THE CONTRACTOR**

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I / We have based my / our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use only the best materials approved by ENGINEER, or his duly authorized representative during execution of the work as per scope of work and to abide by the decision. I / We undertake to provide utilities and facilities as per “Contract Clause 8.3: Contractor to provide utilities and facilities for employer”

**Signature & Stamp of the Contractor**



EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT  
MORJIM , PERNEM- GOA

## ANNEXURE – A

### **FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Bank Guarantee No. :

Date:

To

**The Managing Director,**  
**Info Tech Corporation of Goa Limited (ITG)**  
3rd Floor, IT Hub,  
Altinho, Panaji  
Goa- 403 001

In consideration of M/s Info Tech Corporation of Goa Limited (ITG), a Government Company registered under the Indian Companies Act, 1956, having its registered office at IT Hub, 3rd Floor, Altinho, Panaji, Goa - 403 001, (hereinafter called “The **Employer**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assigns) invited tender for the work of “\_\_\_\_\_”.

M/s. \_\_\_\_\_, (a Partnership Firm, Sole proprietary Business, Company) registered under the \_\_\_\_\_ and having its registered office at \_\_\_\_\_, (hereinafter referred to as “The **Contractor**” which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include its successor or successors and assigns) hereby submit the Bank Guarantee.

WHEREAS to participate in the said tender for the following:

1. It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in respect to the tender, with the Employer by a Bank Guarantee from a Nationalized Bank / Schedule Bank and operational till the validity of the offer for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.



2. AND WHEREAS the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Employer as Earnest Money.
3. Now, therefore, we the \_\_\_\_\_ (name of bank) do hereby undertake and agree to pay forthwith on demand in writing by the Employer of the said guarantee amount without any demur, merely on demand from the Employer stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Employer by reason of breach by the said bidder(s) of any of the terms or conditions contained in the said tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
4. We, the Bank, further agree that the Employer shall be the sole judge and as to whether the tenderer has committed any breach or breaches of any of the terms cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof to the extent of the Earnest Money required to be deposited by the tenderer in respect of the said tender document and the decision of the Employer that the Tenderer has committed such breach or breaches and as to the amount or amount of loss, damage, costs, charges & expenses caused to or suffered by or that may be caused to or suffered by the Employer shall be final & binding on us.
5. We, the said bank further agree that the guarantee herein contained shall remain in full force & effect till \_\_\_\_\_. The successful tenderer before the expiry of the Bank Guarantee shall deposit the entire amount towards the Bank Guarantee with ITG failing which the Bank Guarantee shall be forfeited and shall form part of the security deposit.
6. This Guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, the Bank further agree that this guarantee shall be encashable at our branch at Panaji, Goa.
8. This Guarantee is furnished and is deemed to be furnished in Panaji, Goa and the courts in Panaji, Goa will have Civil Jurisdiction.



EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT MORJIM , PERNEM- GOA

9. We, the \_\_\_\_\_ bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything contained herein:

- a) Our liability under this Guarantee shall not exceed Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only).
- b) This Bank Guarantee shall remain valid upto \_\_\_\_\_months.
- c) We are liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if you serve us a written claim or demand on or before \_\_\_\_\_ (date of expiry of claim period of guarantee).

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



## ANNEXURE – B

### **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No.

Date:

TO,

**The Managing Director,**

**Info Tech Corporation of Goa Limited (ITG)**

IT Hub, 3rd Floor,

Altinho, Panaji,

Goa - 403 001

In consideration of M/s Info Tech Corporation of Goa Limited (ITG) (hereinafter called “ the Employer”) having offer to accept the Terms and Condition of the proposed agreement between ITG and \_\_\_\_\_ (hereinafter called “the said Contractor(s)” for the work of “\_\_\_\_\_”) (hereinafter called “ The said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) as a security/ guarantee from the contractor (s) for compliance of his obligations in accordance with the Terms and Conditions in the said Agreement.

1. WE, the \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ (hereinafter referred to as the “Bank”) hereby undertake to pay the Employer an amount not exceeding Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) on demand without any demur by the Employer.
2. WE, the said Bank, further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under, and the Contractor(s) shall have no claim against us for making such payment.
3. WE, \_\_\_\_\_ (indicate the name of the bank) \_\_\_\_\_ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continued to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid, and

its claims satisfied or discharged on till the engineer on behalf of the Employers certifies that the Terms and Conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee.

4. WE, the \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms and conditions of the said Agreement or to extend time of Performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor(s), and to forbear and enforce any of the Terms and Conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in Constitution of the Bank or the Contractor(s).
6. We, \_\_\_\_\_ (indicate name of the Bank) \_\_\_\_\_ lastly undertake not to revoke this Guarantee except with the previous consent of the Employer in writing.
7. Notwithstanding anything contained herein:
  - a. Our Liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_.(Rupees \_\_\_\_\_ only)
  - b. This Bank Guarantee shall be valid up to \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_ unless extended on demand by the Employer.
  - c. We are liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_ / \_\_\_\_ /20\_\_\_\_.
8. WE, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree that this Guarantee shall be encashable at our branch at Panaji, Goa.



EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT  
MORJIM , PERNEM- GOA

9. This Guarantee is furnished and is deemed to be furnished in Panaji, Goa and the courts in  
Panaji, Goa will have civil jurisdiction

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2023

## 9.2 SCHEDULES

### SCHEDULE- A

**“Selection of Contractor for Design and Construction of Co-Working Space Structure with Allied Facilities at Morjim, Pernem Goa ”**

### LIST OF WORKS EXECUTED AS A PRIME CONTRACTOR IN THE LAST 7 YEARS AND WORKS IN PROGRESS

Name of the Bidder: \_\_\_\_\_

**(i) For all works of SIMILAR NATURE (Documentary proof to be enclosed)**

| Name of the Client/<br>Consultant<br>With reg.<br>Office<br>address &<br>Contact No. | Name,<br>Location<br>& Type<br>of<br>contract | Contract<br>Price<br>and<br>Date<br>(Rs.in<br>crores) | Whether work<br>was sub-<br>contracted. If<br>so name of<br>Sub-<br>Contractor<br>and %age of<br>sub-contract | Was contract satisfactorily<br>completed including time |                                 | Whether<br>any<br>Penalty<br>was<br>levied | Whether<br>any<br>bonus<br>awarded |
|--|---|---|---|---|---------------------------------|--|------------------------------------|
|  |   |   |   | Stipulated<br>Time of<br>completion                     | Actual<br>time of<br>completion |  |                                    |
| Under ITG  |   |   |   |   |                                 |  |                                    |
| Government /<br>Semi Govt.   |   |   |   |   |                                 |  |                                    |
| Private<br>/Others   |   |   |   |   |                                 |  |                                    |
| <b>Total value<br/>of work</b>   |   |   |   |   |                                 |  |                                    |
| Enhanced<br>Value of<br>Work<br>updated<br>@ 7 % per<br>annum<br>(simple rate)       |   |   |   |   |                                 |  |                                    |

**Note - The Bidder is required to use above format for all the projects referenced by the Bidder for the Pre-Qualification criteria and technical bid evaluation.**

**Notes:**

- i) A list of works successfully completed **as a prime Contractor for last 7 years** (ending last day of the month previous to the one in which Bids are invited) in the prescribed format a) List of all works excluding those of similar nature b) List of all similar works. As a proof of execution of work, completion certificates of work issued by the Government / Semi-government / Public sector undertakings (client department), shall be scanned (PDF format) and submitted online along with the bid

In case of works executed for the private bodies, the bidder shall furnish the copies of work orders and completion certificates issued by such private bodies along with other proof in the form of TDS certificate (if applicable) / certificate from the Chartered Accountant (or copy of the said certificate, duly attested by notary / gazetted officer) to ascertain the construction expenditure made towards the said work(s) on the basis of entries made in the books of accounts and consolidated amount reflected in balance sheet / profit & loss accounts. All the documents shall be scanned (PDF format) and submitted online along with the bid

In case of self executed and self owned works, the bidder shall furnish the copy of completion certificate issued by the Project consultants/Architect appointed and copy of occupancy certificate issued for the project by the licensing authorities. The bidder shall also furnish a certificate from the Chartered Accountant (or copy of the said certificate, duly attested by notary / gazetted officer) to ascertain the construction expenditure made towards the said work(s) on the basis of entries made in the books of accounts and consolidated amount reflected in balance sheet / profit & loss accounts.

- ii) Indicating name and value of works,
- iii) Clients and Consultants along with their addresses,
- iv) The copies of Performance Certificate from the Client along with the stipulated date of completion and actual date of completion.



EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT  
MORJIM , PERNEM- GOA

Scanned copies (in PDF format) of all the original or notarized / attested by Gazetted officer true  
copies certificates shall be submitted online along with the bid.

**NOTE:** This Schedule A shall also form part of the Contract Agreement.



## SCHEDULE- B

### “Selection of Contractor for Design and Construction of Co-Working Space Structure with Allied Facilities at Morjim, Pernem Goa”

PROPOSED KEY SITE MANAGEMENT AND TECHNICAL PERSONNEL TO BE EMPLOYED ON THIS PROJECT(having adequate experience in similar work and project management)

Name of the Bidder: \_\_\_\_\_

| Sr. No. | Designation | Name | Qualifications | Experience in this Particular Fields | Whether already employed by the firm & duration of appointment & submit TDS certificate as a proof, if deducted | To be appointed for the work |
|---------|-------------|------|----------------|--------------------------------------|---|------------------------------|
| 1.      |             |      |                |                                      |   |                              |
| 2.      |             |      |                |                                      |   |                              |
| 3.      |             |      |                |                                      |   |                              |
| 5.      |             |      |                |                                      |   |                              |
| 6.      |             |      |                |                                      |   |                              |
| 7.      |             |      |                |                                      |   |                              |

- Contractor shall have to appoint adequate numbers of key site management and technical staffs
- This information shall be provided in this format on other sheets of appropriate size and numbers.

**Note - The Bidder is required to use above format for all the projects referenced by the Bidder for the Pre-Qualification criteria and technical bid evaluation. This schedule C shall also form part of the Contract Agreement.**

## **SCHEDULE – C**

(Documentary proof to be uploaded)

### **STRUCTURE AND ORGANISATION**

#### 1) Structure of the Organization:

Name of Tenderer:

Address (Head office):

Telephone No.:

Telex / Fax No.:

E-mail address:

Local Office Address (in Goa):

#### 2) Constitution of the firm:

(Proprietary, partnership, Company, et.)

#### 3) Description of company:

(e.g. General, Civil Engineer, Interior, Supplier of equipment etc.)

#### 4) Registration and classification with Goa PWD/MES/CPWD/any other State PWD/other Govt. corporations. (Enclose attested copies duly notarized or attested by Gazetted officer)

#### 5) Name and Address of Banker

#### 6) No. of years of experience as Prime Contractor in Civil Construction.

#### 7) Name and address of principals of company to be associated with the project and whether parent / subsidiary / others

#### 8) Attach organization chart showing the structure of the company including the names and position of Director and personnel deployed on site. Give No. of Graduate Engineers with proof of pay roll staff of Company & Certified Certificate of Qualification & past experience.

**NOTE:** This Schedule D shall also form part of the Contract Agreement.

## **SCHEDULE 'D'**

(Documentary proof to be uploaded)

## **FINANCIAL STATEMENT**

|   |  |   |  |
|---|--|---|--|
| 1. Name of the Bidder   |  | : |  |
| 2. Actual value of construction works, undertaken for each of last 5 years (Rupees in lakh)                             |  | : |  |
| Year  | Value of construction works (Rupees in lakh) |   |  |
| 2021-2022   |  |   |  |
| 2020-2021   |  |   |  |
| 2019-2020   |  |   |  |
| 2018- 2019  |  |   |  |
| 2017 – 2018   |  |   |  |
| <b>Average</b>  |  |   |  |
| 3. Certificate of Financial soundness from bankers of applicants together with their full address/Solvency Certificate. |  |   |  |
| 4. Credit Facilities  |  |   |  |
| a) Name/Address of Nationalized/Scheduled Bank  |  |   |  |

|   |
|---|
| providing credit line   |
| b) Total amount of credit line (attach certificate from bank) : |
| 5. Approximate value of works in hand :                         |

The bidder should have an average annual **turnover** as stated in NIT. The attested copies of original Audited Profit & Loss account and original Balance Sheet statement for the last five consecutive financial years (**FY 2021-2022, FY 2020-2021, FY 2019-2020, FY 2018-2019, FY 2017-2018** ) should be scanned (PDF format) and submitted online along with the bid.

The bidder should have a **solvency** as stated in NIT from a Nationalized/ Scheduled bank valid on date of opening, as specified in the certificate failing which it shall be reckoned as valid for a period of **one year** from the date of issue of Solvency Certificate. The attested copy of original solvency certificate as specified should be scanned (PDF format) and submitted online along with the bid.

NOTE : All the documents should be attested by Government Gazetted Officer or duly notarized.

EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT MORJIM , PERNEM- GOA

## **SCHEDULE 'E'**

### **INFORMATION REF.:**

### **CLAIMS, ARBITRATION AND LITIGATION CASES.**

### **ABANDONED WORKS**

(All details for the last 20 years)

| Sr. No. | Description of work | Name of Employer | Details of Arbitration / Litigation | Outcome of Arbitration / Litigation | Abandoned Works |
|---------|---------------------|------------------|-------------------------------------|-------------------------------------|-----------------|
|         |                     |                  |                                     |                                     |                 |
|         |                     |                  |                                     |                                     |                 |
|         |                     |                  |                                     |                                     |                 |
|         |                     |                  |                                     |                                     |                 |
|         |                     |                  |                                     |                                     |                 |
|         |                     |                  |                                     |                                     |                 |

**SCHEDULE 'F'****1. Baseline Schedule of work – CPM Bar Chart**

Baseline schedule of work based on critical path method with bar chart using precedence network and also descriptive notes to indicating various activities under main summaries, Sub summaries. Various major activities shall be considered in baseline schedule:

- Detailed design & engineering on the basis of details provided in the tender document: Volume I & II
- Land survey & demarcation of foundations grid / centre lines
- Building work activities – Civil, plumbing and electrical work activities as per Tender documents
- Quality Assurance and Quality Control, work schedule and monitoring, documentation and reporting and timely compliance of Employer's requirements and Special Conditions of the Tender document
- Supply, installation, testing, necessary approvals & commissioning of installations
- Detailed As built drawings and Joint records/documentation (before & after execution)
- Annual maintenance during defect liability period of 3 years from date of completion of project.

**2. Manpower Mobilization:**

- Brief note on manpower mobilization.
- Manpower deployment scheme with respect to various activities and sub-activities (Point wise activities and corresponding manpower mobilization from beginning of project till completion).
- Site organization charts for execution.
- Duties and responsibilities of site personnel.

**3. Machinery mobilization:**

- Brief note on machinery mobilization.
- Machinery deployment scheme with respect to various activities and sub activities (Point wise activities and corresponding machinery mobilization from beginning of project till completion).

**4. Work Methodology:**

Brief work methodology shall be based on the following points:

- Initial planning for mobilization and provide facilities such as offices, laboratory.
- Planning for material source and sample approvals.
- Contractor's planning to implement technical methodology on site for execution of work.
- Monitoring of work, documentation and reporting and contractor's approach towards this.
- Description and relationship of work schedule with the construction methods/scheme to be adopted for the work.
- Site conditions/constraint, its consideration in schedule and construction methods.
- Documentation and reports.

**5. Quality Assurance and Quality Control:**

Contractor's Q.A. Q.C. policy work shall cover following points.

- Brief on Contractor's Q.A. policy with respect to Code provisions and Employer's requirements (viz. various QA/QC tests for materials and workmanship).
- Contractor's planning to perform such testing (viz. by equipping laboratory at site and external laboratory testing, etc.)

- Contractor's policy towards QA/QC documentation and reporting (viz. various approval formats, register, obtaining concrete mix design approval well in advance, etc.)

**6. Competent Authority Approval:**

- To obtain various NOC, approval from Competent Authorities: Contractor's work programme/schedule to apply for approvals from Competent Authorities, co-ordination and follow up for the same.

**7. Occupational health and safety:**

- Contractor's Policy towards implementing occupational health and safety on site considering work involved, site constraints and statutory regulation.
- Organization chart to implement and monitor the occupational health and safety programme.



**SCHEDULE 'G'**

**“ Selection of Contractor for Design and Construction of Co-Working Space Structure with Allied Facilities at Morjim, Pernem Goa”**

| <b>Bidder's Request for Clarification</b>   |                   |   |  |   |
|---|-------------------|---|--|---|
| Name and complete official address of Organization submitting query / request for clarification |                   | Telephone, Fax and E-mail of the organization<br>Tel:<br>Fax:<br>Email: |  |   |
| <b>Sr. No.</b>  | <b>Clause No.</b> | <b>Page No.</b>   | <b>Content of TENDER Requiring Clarification</b> | <b>Change Requested/ Clarification required</b> |
| 1.  |                   |   |  |   |
| 2.  |                   |   |  |   |

Signature:

Name of the Authorized signatory:

Seal:

Date and Stamped:

**Note: Bidder(s) are requested to send the queries in PDF with Sign and Seal and also in MS Excel for making consolidation process easy.**



EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT  
MORJIM , PERNEM- GOA

## **SCHEDULE 'H'**

### **Format for Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorized Signatory**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and as the Consultant for the work of “..... (name of the work)” proposed to be developed by M/s Info Tech corporation of Goa Limited including but not limited to signing and submission of all Applications/Forms, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....,2023

For .....



EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT  
MORJIM , PERNEM- GOA

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same shall be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be executed on a non-judicial stamp paper of ₹ 100 (one hundred) and duly notarized by a notary public.*

*Wherever required, the Applicant shall submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Appostille certificate.*



EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT MORJIM , PERNEM- GOA

## **Annexure C – Technical Bid Cover Letter**

(To be submitted on the Letterhead of the Sole Bidder)

Date: (dd/mm/yyyy) --/--/----

To,

Managing Director,  
Infotech Corporation of Goa  
3rd Floor, IT Hub,  
Altinho,  
Panaji, Goa (403001)

Subject: Bid for **“Selection of Contractor for Design and Construction of Co-Working Space Structure with Allied Facilities at Morjim, Pernem Goa”**

TENDER Reference No:

Dear Sir/ Madam,

Having examined the TENDER, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the TENDER for **“Selection of Contractor for Design and Construction of Co-Working Space Structure with Allied Facilities at Morjim, Pernem Goa”**

We attach hereto the technical response as required by the TENDER, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for **“Selection of Contractor for Design and Construction of Co-Working Space Structure with Allied Facilities at Morjim, Pernem Goa”** put forward in TENDER or such adjusted plan as may subsequently be mutually agreed between us and ITG or its appointed representatives.



EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT MORJIM , PERNEM- GOA

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of at least 3% of the contract value for the due performance of the Contract.

We agree for unconditional acceptance of all the terms and conditions set out in the TENDER document and also agree to abide by our bid for a period of 150 (one hundred and fifty) days from the last date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal Contract is prepared and executed, our bid, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and ITG.

We confirm that the information contained in this proposal/ bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to ITG is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead ITG as to any material fact.

We agree that you are not bound to accept any bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the bid.

It is hereby confirmed that I/We are entitled to act on behalf of \_\_\_\_\_ and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

## Annexure D – Technical Proposal

| S.no. | List of Documents   | Name of File | Submitted (Y/N) | Description              |
|-------|---|--------------|-----------------|--------------------------|
| 1.    | <p>The Bidder should have completed a similar work* for any Central Govt./ State Govt. / Public Sector Undertaking in India or Private Organization in India, in last 7 years as on the last date of bid submission:</p> <p>a) Project having a value of Rs. 4 Crores to Rs. 5 Crores – 5 Marks</p> <p>b) Project value of Rs. 5 Crores to 6 Crores – 10 Marks</p> <p>c) Project value of more than 6 Crores – 15 Marks</p> <p>(The Project value means completed single project value)</p> |              |                 | <b>As per Schedule A</b> |
| 2     | <p>The Key Personnel proposed for the project</p> <p>The evaluation would be on the composition of these personnel, their qualification and experience in executing high value proposition projects.</p>  |              |                 | <b>As per Schedule B</b> |
| 3     | <b>PRESENTATION</b> (To be uploaded in PDF  |              |                 |                          |

EMPLOYER: INFO TECH CORPORATION OF GOA LIMITED

SELECTION OF CONTRACTOR FOR DESIGN AND CONSTRUCTION OF CO-WORKING SPACE STRUCTURE WITH ALLIED FACILITIES AT MORJIM , PERNEM- GOA

| S.no. | List of Documents  | Name of File | Submitted (Y/N) | Description                                  |
|-------|--|--------------|-----------------|--|
|       | Format)  |              |                 |  |
|       | Conceptual design and proposed plan  |              |                 | (To be uploaded on the portal in PDF Format) |
|       | Construction Methodology & Techniques to be adopted for Completing the project as per given timeline |              |                 |  |
|       | Proposed mechanism for the maintenance of the structure including its protection during monsoons.    |              |                 |  |
|       | Adoption of best practices : Recital of a Case study   |              |                 |  |