

**National Centre for Antarctic & Ocean Research**  
**(An Autonomous Society under the Ministry of Earth Sciences)**  
Headland Sada, Vasco-da-Gama, Goa-403804



**Tender Document**

**Tender No:-NCAOR/EST/CE/04/17-18**

**Name of the work: - *Painting of Staff Quarters at NCAOR, Goa.***

**National Centre for Antarctic & Ocean Research  
(Ministry of Earth Sciences, Govt. of India, Headland Sada,  
Vasco-da-Gama, Goa-403804**

**NOTICE INVITING TENDER**

**Tender No: NCAOR/EST/CE/04/17-18**

The Director, NCAOR, Goa invites sealed tenders in one cover system, for the below mentioned work on a turnkey basis, from the eligible contractors of Government/PSU/Reputed Organizations.

Description of work	Tender Fee (Rs)	EMD (Rs)
Painting of Staff Quarters at NCAOR, Goa.	500/-	53,750/-

The tender documents & other details may be obtained from the Estate Division, NCAOR on all working days between 10.00 hrs to 16.00 hrs on or before 18-12-2017 by a written request along with tender cost by DD drawn on Director, NCAOR, Vasco-da-Gama. Tender form can also be down loaded from NCAOR website [www.ncaor.gov.in](http://www.ncaor.gov.in) and submitted along with cost of the tender. Tenders duly completed in all respect should be dropped in the tender box kept in the office of Estate Section on or before 19-12-2017 11.00 hrs. Tenders will be opened on the same date at 11.30 hrs in presence of the tenderers, if any.

Director, NCAOR

**Annexure-I**

**Instructions to the Bidders**

1. The Director, NCAOR, Goa invites sealed tenders in one cover system, for the below work "Painting of Staff Quarters at NCAOR, Goa" on a turnkey basis, from the eligible contractors of Government/PSU/Reputed Organizations.
2. Eligibility Criteria : The Contractor who has completed at least one single civil work of Rs. 17 lakh or above OR two single civil works of Rs. 13 lakh or above OR three single civil works of Rs. 9 lakh or above during last seven years ending October 2017, is eligible for this work.
3. Civil work means Civil Construction work, Painting Work etc.
4. Time period for completion of work is **90 days** from the date of work order.
5. Any/firm/company which is black listed from any organization and/or facing/having faced any legal/criminal action/case is not eligible for this tender & should not apply.
6. The Tender Fee is Rs. **500/- (Rs. Five Hundred only)**. Tender document is available on the website: [www.ncaor.gov.in](http://www.ncaor.gov.in) or can also be obtained from the Estate Section, NCAOR during the office hours between 10.00 hrs to 16.00 hrs. on or before 18-12-2017 by a written request & tender fee by DD drawn in favour of NCAOR, payable at Vasco-da-Gama, Goa. Bids received without Tender Form Fee will be summarily rejected.
7. The Earnest Money Deposit Amount (EMD) is **53,750/- (Rs Fifty Three Thousand Seven Fifty only)** to be submitted in the form of a demand draft from a scheduled bank, drawn in favour of Director, NCAOR, payable at Vasco-da-Gama, Goa. Tender received without EMD will be rejected outright. EMD DD of unsuccessful bidders will be returned as it is. EMD of the successful bidder will be converted in to Security Deposit.
8. Entire tender document (Signed and Stamped on all pages) should be submitted in a **Single Sealed cover**, super scribed with Tender number, name of the work, date and time of opening. Tenders will be received upto **11.00 am** on **19-12-2017** and will be opened at **11.30 am on the same date**. Tenders should be dropped in the tender box kept in the Estate section before the closing date and time. If the tender opening day happens to be a holiday then tenders will be opened on the next working day on the same time. In case of submission of tender by post/courier, NCAOR is not responsible for any postal/transit delay. Late tenders will be rejected outright.
9. NCAOR does not bind to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
10. Tender submitted shall remain valid for **90 days** from the date of opening for the purpose of acceptance and award of work. The extension of validity beyond 90 days from the date of opening shall be by mutual consent.
11. The tenderer shall quote RATES both in figures and words. He shall also work out the amount for each item of work and write in figures. On checking if there are differences between the rates quoted by the tenderer in words and figures or in the amount worked out by him, the following procedure shall be followed:
  - a) When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the tenderer, shall be taken as correct.
  - b) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words then the rate quoted by the tenderer in words shall be taken as correct.
  - c) When the rate quoted by the tenderer in figure and in words tallies but the amount is not

worked out correctly then the rate quoted by the tenderer shall be taken as correct and not the amount.

12. Before submission of tender, tenderer may inspect the site to acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants etc., conditions affecting movement of labour etc. required for the satisfactory execution of work contract. No claim whatsoever on such account shall be entertained by NCAOR under any circumstance.
13. Tenders with conditional prices / discounts will be rejected.
14. Successful bidder should commence the work within one week from the date of work order, failure of which, EMD will be forfeited.
15. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the Price Schedule of tender.
16. Time is essence of the contract. The job must be completed within the stipulated time period, otherwise the contract is liable for penalty &/or termination as stipulated in the penalty clause.
17. The tender is liable for disqualification, if bidder is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning execution of the works, litigation history &/ or financial failures and or suppression of material facts and information .
18. **Checklist** : All bidders are advised to submit tender strictly as per the conditions stipulated in the tender document. Please enclose the following documents with the tender,
  - a) Covering letter on letterhead of the bidder.
  - b) Tender fee in the form of DD.
  - c) EMD in the form of DD
  - d) Annexure ó IV (EMD & Tender Fee details)
  - e) Annexure ó V (Particulars of the Tenderer)
  - f) Annexure ó VI (Work Completion Proforma), along with self attested copies of work orders & work completion certificates.
  - g) Annexure ó VIII (Price Bid), with signature & stamp on all pages
  - h) True copy of PAN/TAN, GST Registration etc.

All above documents should be submitted in a **Single Sealed Envelope** (Single Bid System) superscribing Name of the Tender, Tender Number, Date of opening & Time and address to Director, NCAOR, Headland Sada, Vasco-da-Gama, Goa 403804. Tenders duly completed in all respect should be dropped in the tender box kept in the Estate Section of NCAOR on or before the due date & time.

-----XXXXXXXXX-----

## Standard Terms and Conditions

### 1. INTERPRETATION:

In construing these conditions the Specifications , the Schedule of Quantities, additional Conditions and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires. í

**WORK OR WORKS:** shall mean all work or works defined in schedule of quantities. Specifications and such other work or works as the contractor may be entrusted with for carrying out under this contract.

**EMPLOYER:** shall mean the Director, NCAOR (National Centre for Antarctic & Ocean Research) or any other officer authorized by the Director for the purpose.

**ENGINEER:** shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the contract.

**CONTRACTOR:** shall mean the individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Firms or Company.

**SITE:** shall mean the site of the contract works including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the contractor's use.

**COMPENSATION:** shall mean all sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage sustained and whether or not any damage shall have sustained.

Words imputing persons include firms and corporations, words imputing the singular only also include the plural and vice versa where the context so required.

The headings are given to the clauses for convenience and they will not limit the meaning or scope of the clauses in any way.

### 2. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- a. The contractor shall provide at his own cost all materials, (except such materials, if any as may in accordance with the contract, be supplied by the Employer). Plants , tools , appliances, implements, ladders, scaffolding, temporary works etc. requisite for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and /or from his Security Deposit.
- b. The Contractor should personally supervise each work till completion or may appoint a qualified Supervisor, pre-approved by the Engineer till the completion of work.  
No separate supervision charges will be paid.
- c. NCAOR shall provide requisite quantity of water, electricity for carrying out the work free of cost, subject to availability in the NCAOR campus.
- d. The Employer on no account shall be responsible for the expenses incurred by the contractor for anything hired, which the contractor needs to complete the ordered work.

### 3. DUTIES & TAXES

Rates quoted by the contractor shall include all duties, octroi, toll tax, levies, royalties and all other taxes with respect to this contract. **Goods and Service Tax (GST)** as applicable is to be stated specifically in the prescribed columns of the price bid. In absence of any such stipulation, it will be presumed that rates quoted are inclusive of all taxes and no claim whatsoever in this regard will be entertained later.

### 4. MODE OF PAYMENT

Payment to the Contractor will be released within 30 days upon submission of bill in duplicate after satisfactory completion of the entire work as per the actual quantity executed on site, as certified by the engineer after deduction of statutory taxes. No part payment / advance will be made.

**5. DEFECTS LIABILITY PERIOD (DLP)**

- (a) DLP is **Two Years** from the date of completion of work as certified by the Employer. During the DLP if any defects in the work are observed then the Contractor has to rectify it immediately at his own cost.
- (b) The Contractor has to provide Performance Guarantee for waterproofing work for **Five Years**. During the Performance Guarantee period if any defects are observed in the waterproofing work then the Contractor has to rectify the exterior waterproofing work as well the interior damages immediately at his own cost.

**6. SECURITY DEPOSIT (SD):**

Performance Guarantee cum Security Deposit is 10% of the final bill value which is an interest free deposit. EMD of the successful bidder will be converted into SD. The balance SD amount will be deducted from the final bill amount of the contractor. 5% of the total SD amount will be released after successful completion of Defect Liability Period of twenty four months. Balance 5% SD will be retained as Performance Guarantee and will be released after successful completion of Five Years.

**7. TESTING OF MATERIALS**

The contractor shall provide assistance, instruments, materials, labour and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority, at his own cost. The Employer has the right to appoint the testing authorities. The contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing so doing the same shall be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

**8. CONTRACTOR'S ENGINEERS/FOREMAN & WORKMEN**

- a. The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer may consider necessary until the expiration of the Defects Liability Period. The contractor shall employ competent Site-Engineer/Foreman as per CPWD norms and as approved by the Engineer whose qualification must conform to the requirement specified by the Engineer who shall be constantly in attendance of the work while the men are at work. Any directions, explanations, instructions or notices given by the Engineer to such Site-Engineer or Foreman or any other authorized agent shall be held to be given to the contractor.
- b. The contractor shall on the request of the Engineer immediately dismiss from the works any person employed thereon who may in the opinion of the Engineer be unsuitable or incompetent or who may in the opinion of the Employer misconduct himself.

**9. ACCESS**

- a. The Engineer and the Employer or its representative shall at all reasonable time have free access to the works and /or workshops, factories or other places the materials are being prepared or constructed for the contract and also to any place where the materials are lying or from which they are being obtained and the contractor shall give every facility to them for inspection. Except the representatives of statutory authorities and those mentioned above no other person shall be allowed on the works at any time without the permission of the Engineer.
- b. If any work is to be done at a place other than the site of works, contractor shall obtain written permission of the Engineer.

**10. VALUATION & PRICE FOR VARIATION**

The Engineer with the approval of the Employer shall have power to make any alterations/omissions/additions and /or substitutions from the original specifications, drawings, designs and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered , additional , or substituted work which the contractor may be directed to do, in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order,

- a. If the rates for the altered, additional, or substituted work are specified in the contract for the work the contractor is bound to carry out the altered additional, or substituted work at the same rates as are specified in the contract for the work.
- b. If the rates for the altered, additional or substituted work are not specifically provided in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- c. Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

## **11. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION**

- a. The Engineer shall have powers to require the removal from the site of all materials and work, which in his opinion are not in accordance with specifications and in case of default, the Engineer shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and/or substitution are to be borne by the contractor.
- b. If it shall appear to the Engineer or to the Estate In-charge that any work has been executed with unsound imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract any defects, shrinkage or other faults which may appear within the defects liability period of Six months from the date of completion arising in the opinion of the Engineer, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be removed the materials or articles so specified and provide other proper and Suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the contractor.
- c. In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- d. Provided always that nothing in this clause shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

## **12. WORKS SHOULD BE OPEN FOR INSPECTION**

- a. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the contractor.
- b. The contractor at least three days notice in writing to the Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken.

## **13. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROPERTY & STATUTES**

The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.

- a. The contractor shall be responsible for all injury to persons, animals or things and for all damage whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include inter alia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, foot paths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent.
- b. The contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver the whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third Parties.
- c. The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by any employee or representative of an employee of the contractor or any sub-contractors, employed by him for any injury to or loss of life of such employees or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.
- d. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages compensation costs charges and /or expenses arising or occurring from or in respect of any such claim and/or damages as aforesaid from any sum or sums due or to become due to the contractor or security deposit.
- e. The contractor shall indemnify the Employer against any action claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at

liberty at his own expense to settle any dispute or to conduct any litigation that may arise there from provided that the contractor shall not be liable to indemnify the Employer if the infringement of the : patent or design of any alleged patent or design right is the direct result of an order passed by the said Employer or his authorized representative .

#### **14. IN CASE OF DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies the Employer shall have the option of terminating the contract without compensation to the contractor.

#### **15. COMPLIANCE TO LABOUR LAWS**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948. Contract Labour (Regulation and Abolition) Act, 1970 and rules and orders framed there under and other labour laws affecting contract labour and the rules and orders framed there under that may be in force or brought into force from time to time. NCAOR will not take any responsibilities towards any injury or compensation etc.

As per the GOI enacted the Building & Other Construction Work Act 1996 (BOCW Act), Labour Welfare Cess @ 1% will be deducted before payment if, the Contractor employees 10 or more workers on any day of his work. The Contractor should make necessary registrations with the Labour Department towards fulfilment of the rules & regulations of the BOCW Act & other applicable Acts of the labour Department

#### **16. EXTENSION OF TIME**

- a. If the contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the employer max. within seven days of the date of hindrance on account of which he desires extension as aforesaid and the Employer shall if in his opinion (which shall be final) reasonable grounds shown therefore authorize such extension of time if any which may in his opinion be necessary or proper.
- b. In the event the value of work exceeds the value of the Bill of Quantities owing to variations the contractor shall be entitled to ask for extension of time in proportion to the increased value of work.

#### **17. STATUTORY VARIATION**

Any statutory increase or decrease in the taxes and duties subsequent to bidder's offer if it takes place within the work completion date will be to the Employers account subject to the claim being supported by documentary evidence. However, if any decrease in taxation rates takes place within the work completion date the advantage will have to be passed on to the Employer.

#### **18. REPEAT/ADDITIONAL ORDERS**

NCAOR reserves the right to place repeat orders / additional orders on the successful bidder up to 25% of the original value of the Original Work Order at the same prices, terms and conditions stipulated in the original contract.

#### **19. REPLACEMENTS OF GOODS BROKEN, DAMAGED OR SHORT**

In the event of any stores or part thereof being broken or damaged or received short during transit or during the testing and trial at site before commissioning in service the Contractor shall replace the same free of cost.

#### **20. POST TENDER CORRESPONDENCE / ENQUIRIES**

Any correspondence or enquiry subsequent to opening of the bids is not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The Tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of NCAOR, as otherwise the same would also amount to disqualification of the tender. However, bidder can ask their queries in writing regarding bidding conditions, bidding process prior to the bid opening and/ or rejection of its bid, reason for rejecting a tender after opening of bids.

#### **21. CLARIFICATIONS FROM BIDDERS**

To assist the process of examination, evaluation and comparison of bids, the Employer may ask all the bidders or any bidder individually for clarification, if any, of their bids, including eligibility criteria, experience, breakdown of unit rates and price. The request for clarification and the response should be in writing by email/fax/post, but no change in the price or substance of the bid will be sought, offered or permitted, except as required to confirm the correction of arithmetical errors discovered by the Employer in the course of scrutiny.

#### **22. GUARANTEE**

If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by the Contractor free of charge if reported within one year from the date of



commissioning of items/equipments whichever. The Contractor will be responsible for the proper performance of the equipments / materials for the respective guarantee period.

### **23. PENALTY & TERMINATION OF CONTRACT**

Time is the essence of the contract. If the contractor fails to maintain the required rate of progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law, pay compensation the amount calculated at the rates stipulated below or as the Employer may decide (whose decision in writing shall be final and binding) on the amount of the tendered value of the work for every completed day / week (as applicable ) that the progress remains below or that the work remains incomplete.

In case, the work is delayed/not completed within the period stipulated in the contract, penalty shall be levied @ 0.5% per week on the total contract cost subject to maximum of 10% of the total contract cost. The Engineer may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the state of completion has or has not elapsed, can take decision & inform the Contractor by notice in writing in any of the following cases.

- i. If the Contractor fails to rectify/replace the defects in spite of written notice by Engineer.
- ii. If the Contractor suspends the progress of work so that in the opinion of the Engineer he will be unable to secure completion of the work by the date of completion and do not improve performance even after written notice.
- iii. If the Contractor neglects to carry out his obligation under the contract and / or commits defaults in complying with any of the terms and conditions and does not remedy if even after written notice.

When the Contractor makes himself liable for action under any of the aforesaid cases, fails to complete the work even after six weeks after the stipulated completion period or in case the work is found not in accordance with the prescribed specification, drawings, Employer shall exercise its discretionary power either:

- a. To recover, from the Contractor as agreed by way of penalty clause above, OR
- b. To terminate the contract. Upon such termination, the full security deposit recoverable under the contract shall be liable to be forfeited/recovered and shall be absolutely at the disposal of the Employer, OR
- c. After giving notice to the contractor to measure up the work done by him, get the balance work done by another contractor. Any expenses which may be incurred in excess of the sum which would have been executed by the another contractor, shall be borne and paid by the original Contractor and may be deducted from any of his dues.

Due consideration will be given for waiver / levy of penalty only for the reasons absolutely beyond Contractor's control for which documentary evidence will have to be provided. The request for extension of time in writing giving reasons for delay with supporting documents shall have to be made immediately.

### **24. SETTLEMENT OF DISPUTES/ARBITRATION**

The decision of the Director, NCAOR shall be final and binding for any dispute whatsoever. All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the Director of NCAOR and the decision of the said Arbitrator shall be final and binding upon the parties.

### **25. RIGHT TO CANCEL TENDER/WORK ORDER**

In case of strike, accident or any other unforeseen conditions causing stoppage of work, NCAOR reserves the right to cancel and/ or modify the tender / work order without any liability for any compensation and / claim or any description.

### **26. FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as 'eventuality'), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an 'eventuality' be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such 'eventuality' has come to an end or ceased to exist. In case of any dispute, the decision of Director, NCAOR, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period

exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Employer shall be at liberty to take over from the Contractor at a price to be fixed by the Employer, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Contractor at the time of such termination, or such portion thereof as the Employer may deem fit except such material, as the Contractor may, with the concurrence of the Employer, elect to retain.

**27. JURISDICTION**

All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e. Goa.

I/ We have read all the Terms and Conditions above carefully and agreed to it.

Signature of Tenderer :

Date:

Company's Round Seal

Place:

**General Terms and Conditions**

1. All materials used shall be as per specifications and specified brands. If brand is not specified, it should be ISI marked wherever applicable. ISI marking referred to latest BIS code as published by Bureau of Indian Standards.
2. All measurements shall be at actual and as per site condition. No allowances shall be permitted for rough cast surfaces or for any aesthetical paintings, design bands, etc. Joint measurement shall be recorded with the Engineer.
3. The safe custody and upkeep of material/various items/equipments/tools & plants of various categories of works brought to site is the sole responsibility of the contractor and he shall employ sufficient supervisory personnel to ensure the safety of these items.
4. While executing/ assembly of the work the contractor shall ensure that existing cables/pipe lines/structures/fittings are not damaged and if due to his negligence, these are damaged, the same shall be set right with no extra cost to the Employer.
5. The contractor shall co-ordinate his work with other agencies employed by the Employer and ensure that the works of other agencies are not hampered in any way during the duration of the contract.
6. After the work is completed, the contractor shall clean all the external surroundings, premise etc. to the satisfaction of the Engineer.
7. Materials shall be brought to the site as supplied by the manufacturer and got approved before being used on the work after inspected and approved by engineer.
8. Time is the essence of the contract. The contractor has to perform as such that the entire work shall be completed within the stipulated time.
9. The bidder may visit the site and study the work involved vis-à-vis the quantity and specification before submission of bid. If any discrepancy is observed the same should be brought to the notice of the engineer.
10. Contractor shall provide all necessary tools and plants and safety devices etc. to his workmen as required.
11. The Contractor shall submit the material samples and relevant information for review and approval.
12. The Engineer at his discretion can make variations as specified below, be necessary for work and for that purpose and he has the authority to instruct the Contractor accordingly which Contractor should agree, follow and accordingly complete the work :
  - (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, where if any modification or change of original work necessitated by some fault 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.

-----XXXXXXXX-----

**EMD & Tender Fee details**

I /we have enclosed,

1. A crossed DD No. í í í í í í í í í í í í dated í í í í í í í í í í .. of  
**Rs. 53,750/- (Rs. Fifty Three Thousand Seven Fifty only)** drawn in favour of  
Director, NCAOR payable at Vasco-da-Gama, Goa towards **EMD**.
  
2. A crossed DD No. í í í í í í í í í í ..dated ..í í í í í í í í í í of  
**Rs. 500/- (Rs. Five Hundred only)** drawn in favour of NCAOR payable at  
Vasco-da-Gama, Goa towards **Tender Fee**.

**Name & Signature of the Tenderer with seal:**

**Date:**

**Particulars of The Tenderer**

*(Providing the following details is mandatory. Enclose it with the tender)*

Name of the Contractor : \_\_\_\_\_

Name of the Firm : \_\_\_\_\_

Telephone No. (Office) : \_\_\_\_\_

Telephone No. (Residence) : \_\_\_\_\_

E-mail ID / website : \_\_\_\_\_

Permanent office Address : \_\_\_\_\_

: \_\_\_\_\_

Residential Address : \_\_\_\_\_

: \_\_\_\_\_

Mobile No : \_\_\_\_\_

\*PAN /TAN No. of the Firm : \_\_\_\_\_

\*GST No. : \_\_\_\_\_

\*Trade Registration Licence No. : \_\_\_\_\_

Have you ever black listed from any Company/Organization/Institute etc. : YES / NO

*(\*pl. enclose true copies)*

**Name, Signature of the Tenderer with seal:**

**Annexure - VI**

**Work Completion Proforma**

Pl. provide work details of your Work Completion, at least one single civil work of Rs. 17 lakh or above OR two single civil works of Rs. 13 lakh or above OR three single civil works of Rs. 9 lakh or above during last seven years ending October 2017

\* Work Orders & Work Completion Certificates should be enclosed.

<b>Sr. No.</b>	<b>Name of work</b>	<b>Name of the Client and Location of site</b>	<b>Value of work</b>	<b>Date of completion of work</b>	<b>Name of the Contact Person and contact numbers</b>

**Signature of the Tenderer with seal :**

**Date & place:**

**SCOPE OF WORK**

- Scrapping applying putty , sand papering , leveling and preparing even surface for applying paint.
- External painting of Staff quarters with Water proof Acrylic emulsion Paint( As specified in BOQ).
- Internal painting of staff quarters with Washable emulsion (plastic) Paint (As specified in BOQ).
- Synthetic enamel painting on steel old surface with proper scrapping and removing rust, applying primer etc (as specified in BOQ).
- Applying approved make French polish on wooden surface as specified in BOQ and as per direction of the Engineer in Charge etc. complete.
- Providing & Filling the gaps in between aluminium frame of windows or door & adjacent wall up to 10mm depth & 5mm width by providing polyurethane adhesive sealant approved quality as per direction of the Engineer in Charge etc. complete.

**List of approved makes**

- Exterior Water proof Acrylic Paint :Asian-Ultima Protek  
Berger- Equivalent Product As above  
Nerolac- Equivalent Product As above.
- Interior washable Emulsion Paint : Asian- Apcolite Premium Emulsion  
Berger-Easy clean Luxury emulsion, Rangoli Total care  
Nerolac- Equivalent Product As above
- Synthetic Enamel Paint :Asian-Apcolite Premium Stain Enamel  
Berger ó Luxol Hi Gloss Enamel  
Nerolac ó Equivalent Product As above
- Cement Primer :Asian-Decoprime Cement Primer (ST)  
Berger-BP cement Primer (W/T)  
Nerolacó Equivalent Product As above
- Wall care putty :Asian- Acrylic Wall Putty.  
Berger- Bision Wall Putty  
Nerolac- Equivalent Product As above
- Crack filler- Asian ó Smart care Seal.  
Berger ó Home Shield.  
Nerolac- Equivalent Product As above
- Silicon sealant : Asian, sikka , Dr. Fixit .
- French polishing : Asian, Berger and other Equivalent brand.

## TECHNICAL SPECIFICIATIONS, SPECIAL TERMS AND CONDITIONS

1. All painting material to be used should be of Premium/first quality. The approved quality , make & shade of paint shall be maintained throughout the work. The dilution and covering capacity ratio of paint should be as per the specification of 'Specific paint brand manufacturer'. This should be strictly adhered to and in co-ordination and consultation with the manufacturing company to avail the warranty on the given work.
2. Warranty of external paint should be 05 yrs (water proofing and Anti Algal warranty) + 10yrs (Durability warranty) as specified by the manufacturer. The given warranty should be certified and provided by the manufacturer only.
3. The warranty certificate issued by the paint manufacturer will be an essential document for payment of bill.
4. Exterior and interior paint should be of one brand.
5. Water will not be provided by NCAOR. The Contractor should make water arrangement by its own.
6. All painting material to be used should be of Premium/first quality. The approved quality , make & shade of paint shall be maintained throughout the work. The dilution and covering capacity ratio of paint should be as per the specification of 'Specific paint brand manufacturer'. This should be strictly adhered to and in co-ordination and consultation with the manufacturing company to avail the warranty on the given work.
7. Warranty of external paint should be 05 yrs (water proofing and Anti Algal warranty) + 10yrs (Durability warranty) as specified by the manufacturer. The given warranty should be certified and provided by the manufacturer only.
8. The warranty certificate issued by the paint manufacturer will be an essential document for payment of bill.
9. Exterior and interior paint should be of one brand.
10. Water will not be provided by NCAOR. The Contractor should make water arrangement by its own.
11. After finalization of brand and paint scheme, the manufacturer, will be intimated so that they may coordinate with the contractor for providing proper guideline for execution of work.
12. Staff quarters are preoccupied with NCAOR staff and the same will be vacated one by one (room by room) as and when intimated by the Contractor in advance.
13. External painting can be executed by just giving prior intimation, so the same can be conveyed to the occupants.
14. Contractors quoted rate for scrapping item will include scrapping the loose paint and cleaning the entire surface with wire brush/sandpaper/broom/pressurized water etc. For external paint, contractor will thoroughly clean and wash the existing painted wall surface before starting painting work.
15. Minor repairs(like repairing broken edges of walls , filling depressions etc.( with POP/wall care putty) will be carried out by the contractor before starting painting work, at no extra cost. Same will be accounted for in his quoted rates.
16. Detailed technical specification for painting work with respect to materials & workmanship and mode of measurements will be as per IS codes and CPWD specifications, unless mentioned otherwise.
17. Thinner if required, may be added ( not more than 10%) in enamel paint with the prior permission of engineer.
18. There should be proper time gaps ( at least 4-6 hours) between two coats of paint to ensure drying of first coat of paint.
19. The painting should be carried by proper paint application rollers.

-----XXXX-----



## Annexure VIII

**SCHEDULE OF RATES (PRICE BID)**

Sr. no	Item	unit	Qty	Rate (Rs)	Sub total (Rs)	GST Rate %	GST Amt (Rs)	Total (Rs)
a	b	c	d	e	f (= d x e)	g	h (on f)	I = f + h
1	Removing white or colour wash by scrapping and sand papering on internal walls and preparing smooth surface by applying putty including necessary repairs the crack by filling approved crack filler to scratches and cracks etc. complete .	sqm	4060					
<b>Only RATE (e) in words:</b>								
2	Applying one coat of water thinnable cement primer of approved brand and manufacture on internal walls surface.	sqm	4060					
<b>Only RATE (e) in words:</b>								
3	Painting (Two or more coats on old work) with washable emulsion (plastic) paint on Internal walls over a coat of applied primer of approved make, colour and shade to give an even finish, all as directed including all materials, labour,scaffoldings,brushes, tools,equipmentsetc., complete.	sqm	4060					
<b>Only RATE (e) in words:</b>								
4	Scrapping thoroughly the exterior wall surface and removing the painted surface using steel wire brushes,metal scrapers, etc., and washing off with water to receive new finish and repair cracks by filling approved crack filler all as directed including all materials, labour, tools, equipments,brushes,scaffolding, etc., complete.	sqm	2800					
<b>Only RATE (e) in words:</b>								

5	Painting ( Three or more coats on old work) with Waterproof Acrylic emulsion paint on external wall applying coat of primer of approved make, colour and shade to give an even finish, all as directed including all materials, labour,scaffoldings,brushes, tools, equipments etc., complete. Note: The above painting should be inclusive of base coat( primer cum waterproofing coat-one nos)and top coat (Paint coat-two nos)	sqm	2500					
<b>Only RATE (e) in words:</b>								
6	Preparing the surfaces of old wooden members by scrapping and sand papering and applying one or more coat of French polishing on wood work to give an even finish, all as directed at site including all labour, materials, brushes, tools, equipments etc., complete.	sqm	72					
<b>Only RATE (e) in words:</b>								
7	Preparing the surfaces of old steel members by scrapping and removing rust , applying one coat of red oxide zinc chromate primer and two coats of good quality synthetic enamel Colour paint of Asian paints or equivalent approved make, colour and shade to give an even finish, all as directed at site including all labour, materials, brushes, tools, equipments etc., complete.	sqm	660					
<b>Only RATE (e) in words:</b>								

8	Providing & Filling the gaps in between aluminium frame & adjacent RCC/ Brick / CC Block / Stone works, window frame and window sill upto 10mm depth & 5mm width by providing polyurethane adhesive sealant(ready to use, moisture curing) approved quality as per direction of the Engineer in Charge etc. complete.	Rm	1305						
	<b>Only RATE (e) in words:</b>								
P	Sub total of all Items						--		
Q	Total GST Amount on all Items							--	
R	<b>GRAND TOTAL(P + Q)</b>								

(only RATES in words and figures. Amount in figures)

(R) Grand Total Rs. \_\_\_\_\_

Grand Total in words: \_\_\_\_\_

- Discount offered if any, should be included in the quoted rates & should not be shown separately.
- Bidders should quote all items given in the price bid. If all items are not quoted then the bid will be considered as incomplete bid and will be rejected outright.
- Price Evaluation Criteria - The Lowest Evaluated Bidder (L1) would be arrived from the Grand Total (R) above.

#### **DECLARATION**

- I/We have read and understood all the Terms & Conditions of the above mentioned tender and comply to all Terms & Conditions of the Tender. (In case of any deviation, the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- We certify that the information mentioned above are true and correct to best of our knowledge.
- In case of award of contract, we assure that the entire work will be satisfactorily completed within the stipulated time as per the tender terms & conditions.
- We agree to accept payment through e-Banking / Electronics Transfer.

Place:

Signature of Authorised Signatory :

Date:

Name:

Designation:

Seal: