

**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/03/17-18

**Name of the work: - Container Foundation and Allied Works
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/03/17-18

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)
Container Foundation and Allied Works at NCAOR, Goa	500/-	50,000/-

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 13-10-2017 by a written request along with tender cost by DD drawn on NCAOR, Vasco-da-Gama. Tender form can also be down loaded from NCAOR website 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 16-10-2017, 11.00 hrs. Tenders will be opened on the same date at 11.30 hrs in presence of the tenderers, if any.

Director, NCAOR

Instructions to the Bidders

1. The Director, NCAOR, Goa invites sealed tenders in one cover system, for the below work "Container Foundation and Allied Works 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. 16.00 lakh or above OR two single civil works of Rs. 12.00 lakh or above OR three single civil works of Rs. 8.00 lakh or above during last seven years ending September 2017, is eligible for this work.
3. Civil Work means civil construction work, RCC work etc.
4. Time period for completion of work is **45 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 Cost is **500/-** (Rs. Five Hundred). Tender document is available on the website: 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 13-10-2017 by a written request & payment of 500/- 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 50,000/- (Rs Fifty Thousand 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 16-10-2017** 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.

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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. f

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)

DLP is **Twelve Months** 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 them immediately at his own cost.

6. SECURITY DEPOSIT (SD)

SD is 10% of the final bill value. 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. SD is interest free and will be released only after successful completion of Defect Liability Period.

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 not withstanding 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 where ever 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.

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EMD & Tender Fee details

I /we have enclosed,

1. A crossed DD No. í í í í í í í í í í dated í í í í í í í í í .. of
Rs. 50,000/- (Rs. Fifty Thousand 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 ..dated ..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:

Work Completion Proforma

Pl. provide work details of your Work Completion, at least one single civil work of Rs. 16.00 lakh or above OR two single civil works of Rs. 12.00 lakh or above OR three single civil works of Rs. 8.00 lakh or above during last seven years ending September 2017

* Work Orders & Work Completion Certificates should be enclosed.

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

Signature of the Tenderer with seal :

Date & place:

SCOPE OF WORK

Civil Works

- Excavation, ramming, backfilling at the desired location and preparing it for foundation construction.
- PCC and RCC laying as instructed and required for the construction of containers foundation.
- Laying of supply and drain pipes as required for providing supply and drain connection to the sink in containers.
- Providing plinth protection all around the containers.
- Any other work required to complete the job around the containers foundation.
- Providing, Fabricating and Installing aluminium windows with 4 mm thick float glass, lock , all necessary hardware etc. all complete. as specified in Drawing and BOQ.
- Providing and laying factory made chamfered edge Cement Concrete paver blocks of M-30 grade, 80mm thick in footpath as specified in BOQ.

Electrical Works

- Armoured cable and flexible cable to be layed through underground trench through DWC pipe with excavation,route markers ,making end termination, using saddles wherever required along with necessary miscellaneous civil work.
- Providing and fixing of weatherproof Electrical DB on the GI frame structure with necessaru foundation for fixing the frame as required to complete the job as per BOQ.
- All electrical items used should have ISI mark and as per specifications mentioned in the BOQ.
- The interested bidders should visit the site well in advance to get themselves acquainted with the
- site and technical information before pre-bid meeting and quoting.
- Contractor shall have to submit detailed step by step Method Statement indicating procedure of
- electrical work to be carried out for the completion of the project, and provide details of what
- machinery to be used machinery / equipment list and its number, technical staff and should maintain
- occupational health and safety.
- Contractors shall take all precautions to see that the work is done in such a sequence and manner as to prevent all avoidable damage to the existing electrical setup or injury to life. Any damage to nearby property or structure shall be made good by the contractor without extra claims.

Pl refer attached Drawings - 3 Nos.

List of approved makes

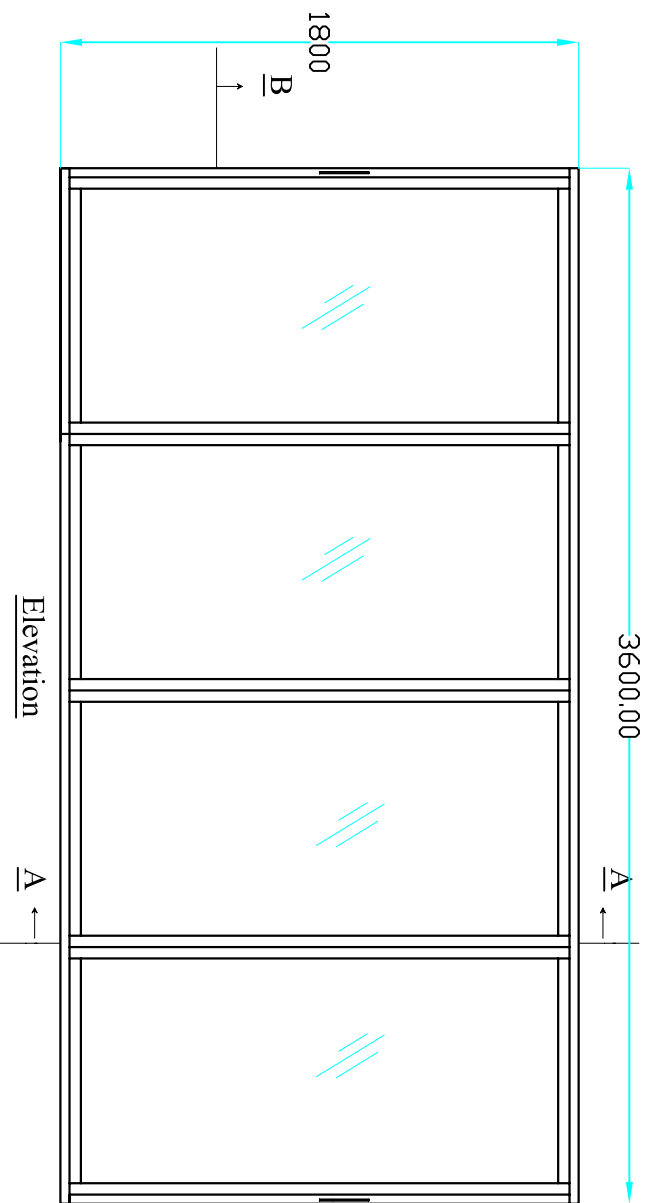
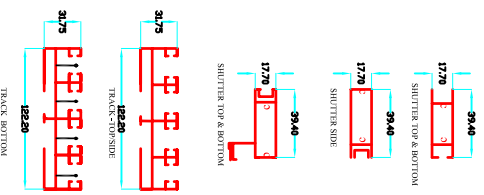
- Glass ó Modi guard , saint gobin or equielent make.
- Aluminium section ó Jindal , Indal , Hindalco Godrej .
- Locks - Godrej,Ebco / Efficient Gadget / Dorma / Hettich , Star lock

- Handles / Hardware ó Ebco / Efficient Gadget / Doorset / Dorma / Hettich/ Neki / Max / Union
- Cement: ACC, Ultratech (OPC 43 grade cément)
- Sand: Best available local material fulfilling IS Specifications
- Coarse aggregate : best available local material fulfilling IS Specification.
- Reinforcement : TMT Steel reinforcement conforming TO IS 1786 of 1985 : Tisco , Sail, Rinl, Goa Ispat , Essar , Tata.
- CPVC pipes: Prince,Astral Ashirwad Ajay.
- UPVC pipes : Prince fenesta ,Sintex City , Astral
- Adhesive: Fevicol, Vamicol, Araldite
- Panels & DBs - legrand,hager,Anchor,Havells,Indoasian.
- MCB - legrand,Schneider,ABB,Siemens.
- Cable Glands and lugs - Siemens / Comet / Jainson/Polycab
- Electrical cables and wires - Finolex,Polycab,havells.
- DWC pipes:TelereX,Rex,Duraline,Darshan.
- GI Frame- Apolo,Zindal.
- Paint:-Asiasn,Berger,Nerolac

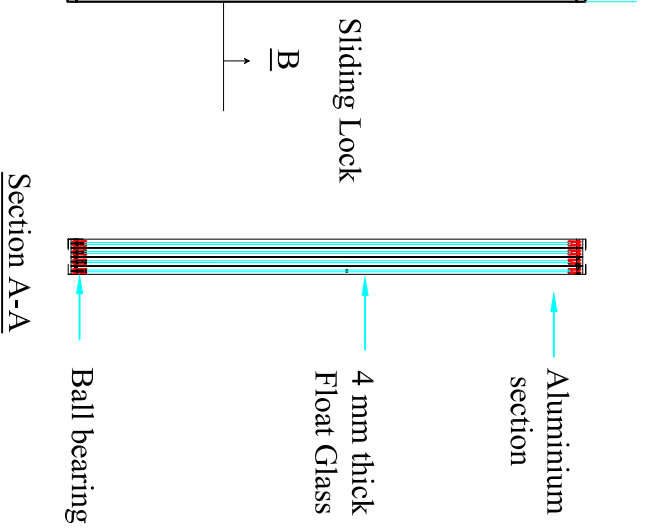
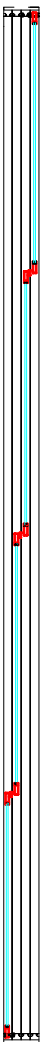
** In the event of non- availability of the recommended brands, suitable substitution may be made with a prior approval.*

Drawing No 2

1.2mm Thick 18 mm series

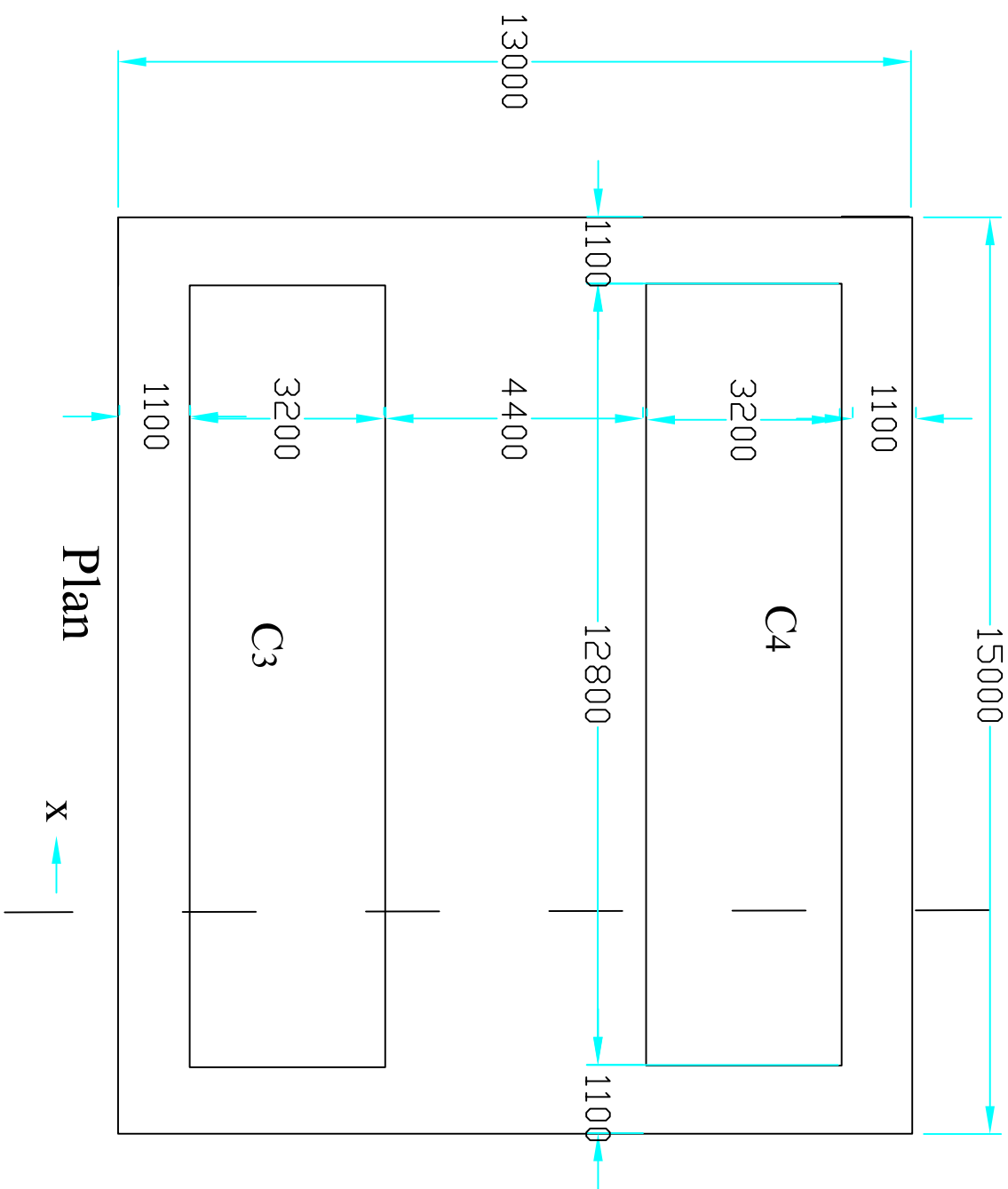
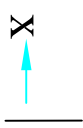


Section B-B



REPRESENTATIONAL DRAWING OF ALUMINIUM SLIDING WINDOWS

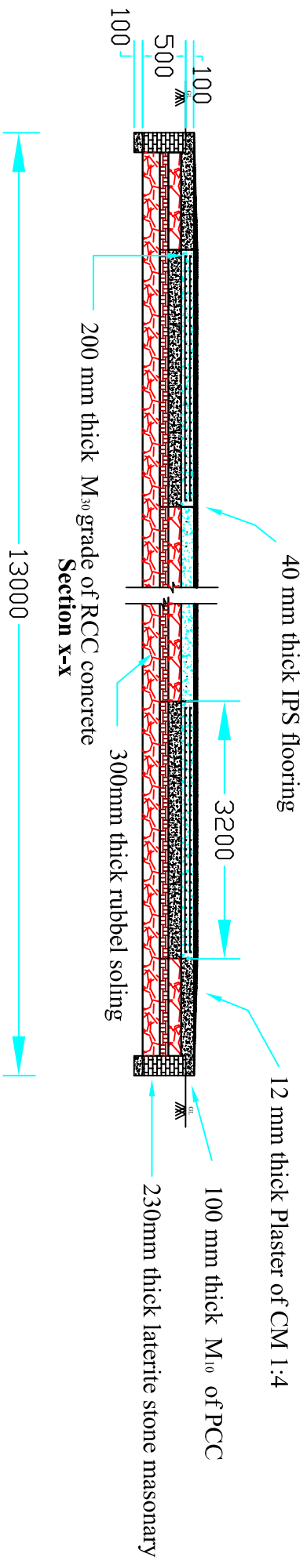
All Dimensions are in MM



REPRESENTATIONAL DRAWING FOR CONTAINER FOUNDATION

All dimensions are in MM

Drawing No : 1. b



REPRESENTATIONAL DRAWING FOR CONTAINER FOUNDATION

All dimensions are in MM