

SECTION - I

TECHNO

COMMERCIAL BID

(PART-A)

Tender-06(26-27)/Div V

Name of Work: - Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim.

Amount put to tender: - ₹8,12,101/-

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SECTION-I

From: _____

Dated: _____

To,
The Executive Engineer,
Electricity Department,
Division V,
Bicholim.

Letter of Transmittal for Tender-06(26-27)/Div. V.

Name of Work: - Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

Madam/Sir,

I/We have read and examined the following tender document for the work: -

1. Salient Features of the Tender
2. Notice Inviting Tender Form CPWD 6.
3. Tender Guidelines/Instruction/Procedure
4. General and Commercial Terms and Conditions
5. General Rules and Directions
6. General Conditions of Contract-CPWD 7.
7. Special Conditions of Contract
8. Forms & Schedule
9. Approved Vendor List
10. Technical Specifications/GTP
11. Single Line Diagram

I/We hereby tender for the execution of the work as specified in the above referred documents, for the Governor of Goa, within the time specified, at the rates quoted by us in the Bidding Schedule in the schedule of quantities and in accordance and in all respects with the specifications, design, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in various clauses of the conditions of the contract and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for 180 days from the due date of opening thereof and not to make any modifications in its terms and conditions.

A sum of ₹16242.02/- has been deposited by e-Payment /BG mode only. If I/we fail to commence work as specified, I/we agree that the Governor of Goa or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to there in and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in CPWD Form-7 and those in excess of that limit at the rates to be determined in accordance with the provision contained in the CPWD Form-7.

I/we hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date: _____

Signature of
Contractor
Postal
Address Witness:
Address:
Occupation:

Tender-06(26-27)/Div V		
NAME OF WORK- Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..		
SALIENT FEATURES OF THE TENDER		
1. Cost of the tender form :-	₹	500/-
2. Cost of the tender processing fee:-	₹	1624.202/-
3. Amount put to tender:-	₹	8,12,101/-
4. E.M.D Amount :-	₹	16,242.02/-
5. Security Deposit:-	₹	2.5 % of the work order value
6. Performance Security	₹	5% of the work order value
7. Validity of Bid and EMD :-		180 Days
8. Time of completion of work :-		6 Months including monsoon
9. Guarantee period-		24 months
10. Publishing date	23-04-2026	At 17:00 Hrs
11. Document download/Sale Start date	24-04-2026	At 17:00Hrs
12. Seek Clarification start date	-	-
13. Seek Clarification end date	-	-
14. Pre bid meeting	-	-
15. Bid submission start date	27-04-2026	At 13:00 Hrs
16. Bid submission closing date	30-04-2026	Upto 17:00 Hrs
17. Bid opening date (Techno Commercial bid)	04-05-2026	At 10:00 Hrs
18. OPENING DATE of Financial Bid	To be communicated later	
19. Reference order no. 3/3/98-IND-Part-III of department of industries, Govt. of Goa dated 15.12.15 on preferential purchase scheme from local SSI units, the tenderer shall procure materials listed in the schedules therein from local SSI units of Goa through Goa handicrafts Boards (GHRSSIDC) or obtain NOC from GHRSSIDC for purchasing the listed material from open market and has to produce documentary evidence to this office with the bill to effect payment.		
20. Official Gazette Govt. of Goa, Notification no 3/40/2003-IND (Pt.II) (Vol.III)/132 dated 27/06/2022, published on Govt. Gazette under Series I No.13 dated 30th June, 2022, point No: 4(iv), since the tender is for more than one items, the bidding MSME should be the manufacturer of at least 50% of the items (in value). The remaining products shall be sourced by the bidding MSME preferably from any MSME in Goa.		
Signature & Seal of Contractor		
Executive Engineer, Elect. Div V, Bicholim.		

CPWD-6

Government of Goa
Electricity Department
NOTICE INVITING TENDERS (NIT)
(Central P.W.D. Code, Paragraph 94-95)

The Executive Engineer, Division V, Bicholim Goa, on Behalf of the Governor of Goa, invites online **PERCENTAGE RATE TENDER** for the “Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim.”.

Estimated Cost (Amount put to tender) (₹)	E.M.D.(₹)	Cost of Tender Forms (₹)	Tender Processing Fee (₹)	Period of Completion (in months)
	Mode of Payment:			
	e-Payment/BG	e-Payment only.		
₹812101/-	₹16242.02/-	₹500/-	₹1624.202/-	6 Months including monsoon

The tender documents consisting of specifications, quantity of item and the set of terms and conditions of contract to be complied with and other necessary documents are available from website <https://eprocure.gov.in>

The interested bidders who wish to participate in the tender has to make the following payments (**Mode of Payment: e-Payment only**) along with following eligibility documents, scanned copy of original documents for uploaded in the tendering web site.

1. Cost of tender documents –₹500/- (Non Refundable)
2. Tender Processing Fee ₹1624.202/- (Non Refundable)
3. Attested copy of valid Registration Certificate.
4. Attested copy of PAN CARD.
5. Attested copy of GST registration certificate issued by Govt. of Goa along with last filed GST return.
6. Valid Electrical Contractor License for voltage level equivalent to maximum voltage specified for the project in tender (11KV and above) issued by Licensing Board, Government of Goa.
7. **It is mandatory for the tenderer to submit Manufacturer’s Authorization letter for major components utilized for the projects in format enclosed as Form H, Section - II issued by any of the equipment manufacturer from the approved list of makes as per NIT.**
8. Mode of Payment towards Cost of the Tender Document, EMD & Tender Processing Fee: To be paid online through e-payment mode via NEFT/RTGS facility/net banking with pre - printed challans available on e-procure website and directly credit the amount to ITG account as generated by challans and upload the scanned copy of

NEFT/RTGS/Net Banking (Axis bank) challan alongwith the bid.

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-procure website as a token of payment.

9. ELIGIBILITY CRITERIA: -

Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited from Govt. Organizations / Depts./Undertakings / Utilities for the Govt. Utilities of India.

- a) Three Similar works must have successfully erected, tested and commissioned on turnkey basis, each 40% of the estimate cost (Amount put to tender) i.e. ₹324840/-.

Or

- b) Two Similar works must have successfully erected, tested and commissioned on turnkey basis, each 60% of the estimate cost (Amount put to tender) i.e. ₹487261/-

Or

- c) One Similar work must have successfully erected, tested and commissioned on turnkey basis, 80% of the of the estimate cost (Amount put to tender) i.e. ₹649681/-.

Similar work means Design, Supply, Erection, Testing and Commissioning works of electrical network of electrical transmission, sub-transmission and distribution of similar scope of works as per requirement and mentioned in bidding schedule

The bids may also be submitted by Joint Venture Firms (having not more than 2 partners with one partner as lead partner) for all Tenders. Both the partners should jointly meet qualification requirements set forth in Serial No. 9 a), b) and

c) above. However, the partner without valid electrical contractor license issued by the Licensing Board of Goa will have to meet at least 50% of eligibility criteria specified in Serial No. 9 a), b) and c) above.

The bids submitted by Joint Venture Firms have to submit “Form I” and “Form J”. Also if the Bidder is a joint venture, the Integrity Pact shall be signed by all the partners or consortium members.

10. FINANCIAL REQUIREMENTS: -

- a) **TURN-OVER:** Average annual financial turnover on construction works should be at least 30% of the estimated cost put to tender during the immediate last three consecutive financial years. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.
- b) **LIQUID ASSET:** -Evidence of access to availability of credit facility of a bidder, in any case should be 40% (Forty percent) of the estimated cost put to tender for which offer is submitted.

c) **Banker's Certificate from a Commercial Bank or Networth Certificate:**

Banker's Certificate of the amount equal to 40% of the Estimated Cost put to tender (ECPT), or

Networth certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with UDIN.

The bids may also be submitted by Joint Venture Firms (having not more than 2 partners with one partner as lead partner) for all Tenders. Both the partners should jointly meet qualification requirements set forth in Serial No. 10 a), b) and

c) above. However, the partner without valid electrical contractor license issued by the Licensing Board of Goa will have to meet at least 50% of eligibility criteria specified in Serial No. 10 a), b) and c) above.

Net worth means the sum total of the paid up capital and free reserves (excluding Reserves created out of revaluation) reduced by aggregate value of accumulated loses (including debit balance in profit and loss account for current year.)

11. The bidder should possess valid electrical contractor license (11KV and above) issued by the Licensing Board, Government of Goa at the time of tender submission, otherwise bid will be rejected.

In case of Joint Venture, at least one of the partners should possess valid electrical contractor license issued by the Licensing Board, Government of Goa (11KV and above) at the time of tender submission, otherwise bid will be rejected.

12. Additional Condition for Joint Venture: -

In addition to the Qualification Requirements stipulated at Sr. No 9, 10 and 11, the bidders shall comply with the following requirements:

- i. The bid shall include all the information required for Eligibility criteria as described above for each joint venture partner.
- ii. The bid shall be signed so as to be legally binding on all partners.
- iii. One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories as per Form-I.
- iv. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
- v. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Form-J Sample Forms including inter alia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liabilities.
- vi. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, manufacturing, supply, installation, commissioning and training.
- vii. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer.

- viii. A firm can be a partner in only one joint venture; bids submitted by joint ventures or consortia including the same firm as partner will be rejected.
- ix. The bid security of a joint venture must be in the name of any of the partners in the joint venture submitting the bid.
- x. The performance security of a joint venture shall be in the name of joint venture.
- xi. The bid can be submitted by an Indian individual firm only or by Joint Venture firm having Indian partner firms only.

13. **Note:**

- I) In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its Group /holding /parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/ Holding/ Parent Company) duly certified by any one of the authority
 - (i) Statutory Auditor of the bidder
 - (ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.
- II) Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents /information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note - I above certifying that this information/ documents is based on the audited accounts, as the case may be.

TENDER SCHEDULE & IMPORTANT DATES: - *Please Note:* All bid related activities (Process) like Tender Document Download, Bid Preparation, bid submission of other documents will be governed by the time schedule given under Key Dates below:

Activity	Time Schedule	
1. Publishing date	23-04-2026	At 17:00 Hrs
2. Document download/Sale Start date	24-04-2026	At 17:00Hrs
3. Seek Clarification start date	-	-
4. Seek Clarification end date	-	-
5. Pre bid meeting	-	-
6. Bid submission start date	27-04-2026	At 13:00 Hrs
7. Bid submission closing date	30-04-2026	Upto 17:00 Hrs
8. Bid opening date (Techno Commercial bid)	04-05-2026	At 10:00 Hrs
9. OPENING DATE of Financial Bid	To be communicated later	

The Bidder shall quote the percentage figure excluding GST and Cess. The GST and Cess as applicable shall be paid extra on total cost of the actual work done. Any other tax in respect of the contract shall be payable by the contractor.

- 14. To be eligible to bid, the Bidders must ensure compliance to the following, failing which they

shall not be eligible:

Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.

"Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means: -

An entity incorporated, established, or registered in such a country; or

A subsidiary of an entity incorporated, established, or registered in such a country; or

An entity substantially controlled through entities incorporated, established, or registered in such a country; or

An entity whose beneficial owner is situated in such a country;

or An Indian (or other) agent of such an entity; or

A natural person who is a citizen of such a country; or

A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

"Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any Contractor/Bidder from a country which shares a land border with India unless such Contractor/Bidder is registered with the Competent Authority.

15. The firms having units in Goa having Udyam registration with Directorate of Industries, Trade and Commerce, Goa can avail benefits as per the Notification No.3/40/2003-IND (Pt.II) (Vol.III)/132 dated 27/06/2022, published on Govt. Gazette under Series I No.13 dated 30th June, 2022 and Amended Notification No. 3/40/2003-IND(Pt.II)(Vol.III/308 Dated 16/12/2022, published on Govt. Gazette under Series I No.38 dated 22nd December, 2022.
16. All the workers and managerial staff of the contractor shall be enrolled under PMSBY insurance scheme and shall obtain a certificate with list of employees with insurance number and certificate stating all the employees working on Govt contract are covered by PMSBY Insurance scheme to be submitted along with the technical bid.
17. The contractor/s are bound to carry out detailed survey of the entire route wherever excavation is involved with ground penetrating devices prior to commencement of any excavation works.

PROCESS OF SUBMISSION OF TENDER FORMS:

- a. The **mode of submission of the bids is through ONLINE only.**
- b. Only those tenderers whose EMD and cost of tender documents, e-tender processing fees is received as per NIT, will be eligible for opening.
- c. All the documents and certificates pertaining to technical criteria shall be either in original or true copy of same duly notarized or attested by Gazetted officer.
- d. Such certificate shall be scanned and uploaded in the e-tender in website.
- e. This bid is a Two envelope system:
 - i. Technical Bid – one original Scanned soft copy have to be uploaded online +
 - ii. Financial Bid – only original soft copy has to be uploaded online.

Please Note that no rates should be quoted in the Technical Bid and should be indicated in the Financial Bid only.

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

The Office of Executive Engineer, Divn. V, Bicholim, Goa reserves the right to accept or reject any prospective application without assigning any reason.

INSTRUCTIONS TO CONTRACTORS

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.

The bid document consisting of plans, specifications, the schedule of quantity of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.goa.gov.in>
3. 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.
4. The intending bidder must have/obtain a valid Class-III digital signature to submit the bid.
5. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
6. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(ZERO) & will be treated as an incomplete tender & will be rejected outright. Also, name of the bidder should be entered in the respective cell.
7. The tenderer shall be responsible for the correctness and genuineness of the documents uploaded during tender submission. Any discrepancies in the matter will be liable for rejection and suitable action.

8. A sum @2.5% of the gross amount of the bill shall be deducted from each running bill till the sum equals the Security Deposit Amount. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value as performance guarantee within the period prescribed for commencement of the work in the letter of award issued to him. Security deposit shall be refunded after maintenance period or after passing of the final bill, whichever is later. Performance security shall be refunded on satisfactory completion of the work. The Security deposit will also be accepted in the form of Government Securities and fixed deposit receipt. The Security deposit and performance security will also be accepted as bank guarantee of Schedule banks in Goa in prescribed format and in such case no deduction towards security deposit shall be made.
9. The acceptance of a tender, will rest with Incharge of Division V, O/o the Executive Engineer Electricity Department, Govt. of Goa who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
10. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. **The Bidder shall quote the percentage figure excluding GST & Cess and GST & Cess as applicable on works contract shall be paid extra on total quoted amount.**
12. **Tenderer must ensure to quote percentage figure with '+ve' sign for 'Above' and with '-ve' sign for 'Below' quote in the cell meant for quoting rate/percentage in the figure which appears in sky blue colour (Rupees in words will be automatically taken). Also, name of the Tenderer should be entered in respective cell.**
13. The Governor of Goa does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted. The contractor shall not be permitted to tender for works in the C.P.W.D. Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an Officer in any capacity between the grades of Executive Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Works and Housing or Electricity Dept. Goa or Ministry of Power, Govt. of Goa. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this section.
14. The contractor shall give a list of non-gazetted C.P.W.D. Employees, Goa Electricity Dept. Employees related to him.
15. No Engineer of Gazetted rank or other gazetted officers employed in Engineering work as a contractor for a period of two years of his retirement from Govt. or Administrative duties in an Engineering Dept. of the Govt. of Goa is allowed to service, without the previous permission of the Government of Goa. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of Goa as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender shall remain valid for **180 days** from the date of opening of the tenders. If

any tenderer withdraws his tender before the said period or makes any modifications in the terms & conditions of the tender which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy be at liberty to forfeit the entire amount of the (EMD) Earnest Money Deposit in the first instance. If such withdrawal is repeated with any other division in this department (Electricity) then the tenderer will also be liable for black listing, after issue of proper Show Cause Notice.

17. The Contractors exempted from payment of Earnest Money / Security Deposit in individual cases should attach with the tender an attested copy of the Chief Engineer's letter exempting them from the payment of earnest money/ Security Deposit and should produce the original whenever called upon to do so.
18. The Tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
19. The tender for the composite work includes the sanitary and water supply installations, Electrical Works and Horticulture Works.
20. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the Components parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent Officer concerned.
21. The contractor shall submit list of works, which are in hand (Progress) in given format as per **Form– D, Section– II**.
22. The contractor's responsibility for the contract shall commence from the date of issue of Work order of tender.
23. The contractor should read the specifications, study the scope, the general and specific terms and conditions in the NIT document carefully, before submitting the tender.
24. The tenderers should acquaint with the work and working conditions of the site and locality and no claim will be entertained on this issue.
25. The tenderers should acquaint with the work and working conditions of the project area Application for purchase of tender document should be accompanied with documentary evidence as per aforementioned eligibility criteria.
26. Tenders, which are accompanied with EMD in the form other than that is prescribed in clause of CPWD from No. 6 shall be summarily rejected. In complete application shall be summarily rejected and right to reject any or all the tenders including the lowest without assigning any reasons thereof is reserved by the Department.

**Executive Engineer,
Electricity Department,
Div. V, Bicholim-Goa.**

TENDER GUIDELINES / INSTRUCTIONS/ PROCEDURE
(E-TENDERINGMODE ONLY)

This tender being e- tender the documents will be uploaded and tenders can be downloaded only with the **Digital key** supplied by ITG Goa to the bidders.

1. This is E- Tendering mode tender. Submission of the tender offer by the contractor shall be deemed to imply that: --
 - a) The tenderer has read all the terms & conditions contained in this contract & agree to abide & be bound with all the stipulated terms & condition of the contract. After acceptance of the offer the conditions stipulated in the tender shall be binding on the contractor.
 - b) The Tenderer has made himself acquainted/familiar with the actual site conditions, soil conditions, etc. Where the proposed work is to be executed. The quoted rates included in the offer are after considering the actual site conditions, soil conditions, dragging, tree cutting etc. & all such factors.
 - c) The tenderer has made himself conversant with the Technical specifications, drawings etc. Enclosed pertinent to the proposed work to be executed.
 - d) The tenderer has verified the actual condition, specifications, & quantity available at site of the dismantled materials or materials designated to be dismantled & has tallied with the quantities mentioned in bidding schedule.

In case, the Tenderer comes across any typographical errors leading to incorrect impressions or no meaning, then they are advised to get the same clarified from The Division V before the submission of the Bid. In such cases the interpretation of the In-charge, Division V, shall be final and binding on all tenderers. Further in case of any conditions not mentioned in the bid documents shall be governed as per Conditions mentioned in CPWD manual 2022.

GED has adopted E-tendering as per PWD-6 Guidelines. Tenderer is advised to go through the same and familiarize before submitting the bids.

2. Tender Documents

The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.goa.gov.in>

3. Registration

Those contractors not registered on the website mentioned above, are required to get registered beforehand to have access to the tender documents. If needed, they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-III digital signature to submit the bid.

The tenderer has to make payment online as mentioned in Tender Notice for purchase of tender document.

4. The Bidder shall quote the percentage figure excluding GST & Cess and GST & Cess as applicable on works contract shall be paid extra on total quoted amount.

Note that no conditional or un-conditional discounts should be offered & the tenderer, quoting such discount would be summarily rejected/not considered.

5. **Earnest money deposit** shall be paid as per Notice Inviting Tender CPDW-6 alongwith the submission of bids.

Mode of Payment towards Cost of the Tender Document, EMD & Tender Processing Fee: To be paid online through e-payment mode via NEFT/RTGS/net banking with pre-printed challans available one-tendering website and directly

Credit the amount to ITG account as generated by challans and upload the scanned copy of NEFT/ RTGS /net banking challan.

6. Tenders are not transferable.
7. Value of the tenders sold cannot be refunded under any circumstances.
8. Telegraphic tenders will not be accepted.
9. **The tenderers should produce a valid Electrical Contractor's license (11KV and above) issued by Licensing Board, Government of Goa.**
10. The tenderer shall be an experienced electrical contractor who has satisfactorily executed and completed as mentioned in Eligibility (a) and Completion certificate should be issued by not less then, the office of the Executive Engineer during the last seven years. The bids of Tenderers not having the requisite work experience will not be considered.
11. The works contract shall be governed by all the conditions as per PWD Form 7 attached with the tender form. The contract shall also be governed by the general terms and conditions/specifications attached to this tender & the provisions made under CPWD manual 2022.
12. All the techno commercial documents pertaining to the Technical Bid enclosed shall be signed in full on each page of the tender over his Company /Firms official seal and submitted online
13. Any deletions, alterations or over-writings in the tender documents should be appended by the tenderer with his signature failing which such deletions, over-writings or modifications may not be considered.
14. The contractor or his authorized representative is encouraged to attend the tender opening on the day of opening of tender as specified. The authorized representatives shall carry with them their company official seals and letter heads if necessary to give concurrence on the

spot to the negotiation held if any.

15. Submission of the tender offer by the contractor shall be deemed to imply that: -
 - a. The tenderer has read all the terms & conditions contained in this contract & agree to abide & be bound with all the stipulated terms & condition of the contract. After acceptance of the offer the conditions stipulated in the tender shall be binding on the contractor.
 - b. The Tenderer has made himself acquainted/ familiar with the actual site conditions, soil conditions, etc. where the proposed work is to be executed. The quoted rates included in the offer are after considering the actual site conditions, soil conditions, dragging, tress cutting etc. & all such factors.
 - c. The tenderer has made himself conversant with the Technical specifications, drawings etc. enclosed pertinent to the proposed work to be executed.
 - d. The tenderer has verified the actual condition, specifications & quantity available at site of the dismantled materials or materials designated to be dismantled & has tallied with the quantities mentioned in bidding schedule.
16. It is not binding on the undersigned/department to accept the lowest tender. Tenders which do not fulfill any of the terms and conditions mentioned therein or incomplete in any respect are liable to be rejected. Conditional tenders are liable for rejection and acceptance of such tenders shall be at the direction/discretion of the tender accepting authority.
17. Reference order no.3/3/98-IND-Part-III of department of industries, Govt. of Goa dated 15.12.15 on preferential purchase scheme from local SSI units, the tenderer shall procure materials listed in the schedules therein from local SSI units of Goa through Goa handicrafts Boards (GHRSSIDC) or obtain NOC from GHRSSIDC for purchasing the listed material from open market and produce documentary evidence to the office of The Executive Engineer.
18. Tenders will be issued to eligible contractor for this particular tender, provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar Works as mentioned in Eligibility Criteria-I(a).
19. Financial Requirements include Audited Balance sheet should not have incurred any loss in more than two years during the last five Years ending on 31st March 2023 and should have as mentioned in financial requirement-II (b) (Scanned copy of original solvency certificate should be uploaded).

20. SUBMISSION OF OFFER

- I. This bid is a Two Part tender.
- II. The first part is the 'Techno-Commercial offer' and the Second part, the 'Financial offer'.
- III. Each part shall be submitted separately by uploading in the website.
- IV. The Techno-commercial offer consists of two sub-parts. Under 'Part A' the Technical part consist of Tender Notice, letter of Transmittal, Instruction and guidelines, CPWD FORM 6 & 7 and Technical Specification and GTP, s. Part-B consist of Schedules, Forms, Statements.

Scanned copies of following documents should be uploaded, in the E-tendering website duly signed by the tenderer on each page, within the stipulated period of tender submission

1. Salient Features of the Tender
2. Notice Inviting Tender Form CPWD 6.
3. Tender Guidelines/ Instruction/Procedure
4. General and Commercial Terms and Conditions
5. General Rules and Directions.
6. General Condition of Contract-CPWD 7.
7. Special Condition of Contract
8. Forms & Schedules
9. Preferred makes of equipments
10. Technical Specification/GTP
11. Single Line Diagram

The second part, Financial Offer should have following documents (called Bidding Schedule) and should be uploaded only on the website within the stipulated period for tender submission.

BID	Name of Bidding Schedule	Work Description
1	Bidding Schedule	Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim.

It is mandatory for the contractor to quote percentage figure with '+ve' sign for 'Above' and with '-ve' sign for 'Below' quote in the cell meant for quoting rate/percentage in the figure which appears in sky blue colour (Rupees in words will be automatically taken). Also, name of the Tenderer should be entered in respective cell.

21. Procedure for Bidding Process:

- a) Make online application for tender, along with tender processing fees and cost of tender documents, after reading tender notification online and download tender document.
- b) Fill in the tender document carefully and ready all attachments. All attachments be duly self - attested.
- c) Upload all tender documents.
- d) Up-load scanned copy of the attachments.

Financial bid is to be submitted online only and No hard copy of financial bid is to be submitted. The financial bid will be opened only of those bidders whose Techno commercial bid is found acceptable and the date for opening of the financial bid shall be intimated later.

Technical bid will be opened of only those bidders who are found to be eligible as per the

documents submitted along with the submission for tender documents and whose EMD for adequate amount is found to be in order. In absence of valid EMD of adequate amount, bidder's bid shall not be opened and summarily rejected as mentioned in financial requirement – II (b) (Scanned copy of original solvency certificate should be uploaded).

On the day of opening, initially only Envelopes for “Submission of tender documents” and EMD shall be opened. Technical Bid of only those bidders shall be opened who satisfy the eligibility requirements and whose EMD is found to be in order. Financial Bid shall only be opened after scrutiny and acceptance of the Technical bid. The date for the opening of the financial bid shall be intimated later.

Note:

1. Price bid Excel sheet cells are locked and vendors should not try to unlock else the whole sheet will be destroyed thus will not be accepted.
2. Page setup should not be changed.
3. Please enable macro with medium security while opening the excel sheet.

The “Bidding schedule” or Price bid in protected Excel sheets will be opened and downloaded of those bidder whose Technical bid is accepted by the department.

Tenders with any conditions including that of conditional or unconditional rebate Lumpsum or percentage wise shall be rejected forthwith.

22. Method of application:

- a) If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- b) If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- c) If the bidder is a limited company / Partnership firm or a corporation, the application shall be signed by a duly authorized person holding power of attorney/Board resolution (whichever is applicable) for signing the application accompanied by a copy of the power of attorney/ Board resolution (whichever is applicable). The bidder should also furnish a copy of the self-attested Memorandum of Articles of Association.

23. Pre-Bid Conference

Final decision making authority: The Department reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

24. Governing Conditions:

The contract shall be governed by all the conditions as per CPWD Form-6 & 7 as modified for e-tendering, CPWD manual 2022 and by the terms and conditions and specifications and other features attached to this tender, which taken together form an integral part of the tender agreement.

- a) All the tender documents enclosed should be signed in full on each page of the tender over the company's/ firm's official seal.
- b) Any deletions, alterations or overwriting found in the tender documents at the time of opening of tender should have been attested by the tenderer with his signature, failing which such deletions/over writings or modifications will not be considered.

- c) The tenderer is advised to inspect the work sites and fully acquaint themselves with the nature of the job involved in carrying out the tendered works, before resubmitting the bid. The rates quoted by the tenderer shall be firm, irrespective of the firm actually inspecting the site or not. Any claim on the veracities of the site conditions at a later stage will not be entertained.
- d) It is not binding on the undersigned /Electricity department, Government of Goa to accept the lowest tender and the right to reject any or all the tenders, without assigning any reason, is reserved with the Executive Engineer, Division V, Bicholim, Goa acting on behalf of the Governor of Goa.
- e) **The offer shall be valid for a minimum period of 180 days from the date of opening of the Technical bid of the tender.**

25. Procedure for opening of tenders:

- a) The Department reserves the right to reject any prospective application without assigning any reason.
- b) On the day of opening, initially only Envelopes for “Submission of tender documents” and EMD shall be opened. Technical Bid of only those bidders shall be opened who satisfy the eligibility requirements and whose EMD, e-tender processing fee, cost of tender documents are found to be in order. Financial Bid shall only be opened after scrutiny and acceptance of the Technical bid. After evaluating Technical Bid, the Department may give an opportunity to the bidders to meet the Initial Eligibility Criteria, to comply to the department’ s observations or requirements regarding technical and commercial aspects. The date for the opening of the financial bid shall be intimated later.
- c) The ‘Financial bid’ will be opened, of only those bidders who successfully pass the Initial Eligibility Criteria and whose Techno commercial bid is found acceptable and is in line with the requirement and desired specifications in the tender document. The date and time of opening of the financial bid will be communicated to such bidders in advance by e-mail.

**Executive Engineer,
Electricity Department,
Div V, Bicholim.**

GENERAL AND COMMERCIAL TERMS AND CONDITIONS

1.GENERAL

- a) This section covers the General Terms and Conditions of the contract for supply, erection, testing and commissioning of the works mentioned of the Notice Inviting Tender.
- b) The entire work, comprising the different activities, which are described in the project information, shall include electrical as well as civil works if any.
- c) The contractor shall be responsible for arranging all labour, tools and tackle, instruments, transport, storage, watch and ward, insurance, etc. required for erection, testing & commissioning of all the equipments and materials covered under this tender/contract.

2.OBJECTIVE

This contract is an indivisible works contract for entire turnkey job of supply, erection, testing and commissioning involving erection of all equipment's cabling, etc. It is not intent to specify completely herein all details of the design and construction. However, the equipment's and works shall confirm in all respect to standards of Engineering, design and workmanship as per relevant applicable I.S and shall be above to perform in continuous commercial operation in a manner acceptable to the Engineer incharge, who will interpret the meanings of drawings and specifications and shall have the power to reject any work or material, which in his judgments, is not in accordance therewith. The equipment's offered shall therefore be complete with all components necessary for their effective and trouble free operation. Such components identified during the execution/ approval and are specifically brought out in this specification, bidding schedule shall be deemed to be included in the Scope of the tender. Any fittings or accessories which may not have been specifically mentioned in the specifications but which during the course of execution / approval are deemed to be necessary for the efficient working of the equipment shall be provided by the contractor at extra cost with prior approval.

3.LOCATION- Area under the jurisdiction of Assistant Engineer, Sub Div-I(U), Bicholim. However, the bidder can visit site in consultation with the Divisional Engineer, Mob: 8380015005.

4.SCOPE OF WORK

NAME OF WORK- Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

The tender envisages following major works described more particularly in the Bidding Schedule:

- 1) Supply and laying 11 KV 3 core 300 sq.mm A2XFY Aluminium Amoured XLPE cable open Trench-- 500 mtrs.
- 2) Supply and erection of straight through joint for 300 sq.mm cable - 2 nos.

5. The whole contract shall be governed entirely by the relevant clauses as mentioned in the tender documents, however incase of any discrepancies in understanding of the clauses or any clauses not being mentioned specifically in the tender documents, the relevant clauses in CPWD Works Manual 2022 pertinent to contract works & also all the clauses of the agreement PWD form 7 for the percentage rate tender and the contract works including all the relevant applicable amendments as on date shall apply.

The following additional clauses shall also form part of the aforesaid agreement & shall be appended to the agreement & shall be deemed to govern the contractual works. The following few clauses are only

abstract of the clauses already indicated in the agreement PWD 7 & CPWD Works Manual 2022.

- i. The contractor shall be responsible for arranging all tools and plants, instruments etc. required for erection, testing and commissioning of all the equipment and materials covered under this tender/contract.
- ii. The work shall be supervised by the Engineer-in-charge and his authorized representatives. The work shall be carried out as per the tender terms and conditions, specifications besides site directives to the satisfaction of the Engineer-in-charge or his authorized representative.

6. PRICES

- a) The prices for supply of materials include the following:
 1. All charges for containers and packing.
 2. All charges necessary to effect free delivery of materials / equipment's and other T&P at works site specified in the Tender.
 3. All charges such as freight, insurance, customer clearing charges, town duties such as Octroi.
- b) The prices are exclusive of all other relevant taxes and duties, however as on date 18% GST and 1 % cess is applicable
- c) Any statutory changes in taxes and duties during the period of contract shall be reimbursed against furnishing of authenticated documentary evidence.
- d) The amount quoted for the work shall be firm. No variation in rates shall be allowed for the price quoted in respect of erection, testing and commissioning.

7. COMPARISON OF THE BIDDING:

The tenderer shall offer biddings in the prescribed bidding schedules attached with this tender for all the activities mentioned therein. The activities mentioned in the bidding schedule cover all the technical specifications of the work in the NIT and drawings through may not have been fully specified in the item of the bidding.

8. QUANTITIES:

The quantities given under bidding schedule of this tender are tentative. The department reserves the right to finalize quantities, irrespective of the quantities mentioned in the tender, excess if any, during the course of execution of the work, at the unit rates quoted in the tender (i.e. contracted rates) and as per guidelines mentioned in CPWD manual 2022. The contracted rates shall be valid and binding. Whereas excess quantities of any item if any which has exceeded the deviation limit specified shall be finalized as per clause 12 of the CPWD-7.

In case the contractor requires power supply at the site the same will have to be availed by him by completing all the required departmental formalities including payment.

9. COMPLETENESS OF THE CONTRACT:

Any fittings or accessories which may not have been specifically mentioned in the specifications but which during the course of erection / approval are deemed to be necessary for the efficient working of the equipment shall be provided by the contractor at extra cost with prior approval. All plant and apparatus shall be complete in all respect whether such details are mentioned in the specifications or not.

It is not intended to specify completely herein all details of the design & construction. However, the equipment's, & works shall conform in all respects to standards of Engineering, design & workmanship as per the relevant applicable I.S. and shall be able to perform in continuous commercial operation in a manner acceptable to the Engineer- in-charge, who will interpret the meanings of drawings & specifications & shall have the power to reject any work or material, which in his judgment is not in accordance therewith.

10. BIDDING:

- a. Tenderer must ensure to quote percentage figure with '+ve' sign for 'Above' and with '- ve' sign for 'Below' quote in the cell meant for quoting rate/percentage in the figure which appears in sky blue colour (Rupees in words will be automatically taken). Also, name of the Tenderer should be entered in respective cell.
- b. The Bidder shall quote the percentage figure excluding GST & Cess and GST & Cess as applicable on works contract shall be paid extra on total quoted amount.
- c. The rate quoted for supply of materials shall include: -
 - i. Cost of material / equipment (including cost for a sample to be supplied for approval when required)
 - ii. All other applicable duties and taxes.
 - iii. Packing, forwarding, freight, clearing charges etc.
 - iv. Cost of packets, containers, drums, cases, etc;
 - v. Insurance and other similar charges.
 - vi. Octroi and any other similar charges.
 - vii. Freight charges up to destination and transportation up to the site of work and nothing extra/excess than the quoted rate shall be liable for payment.
 - viii. Royalty-- payable to Government or any Agency/Company.
 - ix. All incidentals up to testing, commissioning including storage watch & ward etc.,
 - x. All testing charges to be carried out at the manufacturing premises/ MRT Lab of electricity department, Margao, for conducting the various acceptance tests on the stipulated equipment/instruments etc. including too & fro transportation charges or any other incidentals.
- d. The rates quoted against activities/work in the bidding schedules shall be for the activity /work as per the technical specifications in the tender and shall be complete in all respects.
- e. The rates quoted for supply and erection shall include transportation/freight charges of materials equipment apparatus T&P etc. from the place of godown to work site, loading unloading etc.
- f. The rates quoted shall be valid for 180 days from the date of opening of the tenders and shall be firm.
- g. The tenderer shall not offer any deviations, conditional/ unconditional rebate or discount in any form in his tender. Any tender offering such discount / rebate on any condition shall be summarily rejected forthwith.
- h. The rate quoted for erection, testing & commissioning of the works/equipment etc. As per schedule shall include: -
 - i. Labour charges including all associated civil works including all taxes as applicable, etc. for erection.
 - ii. Testing charges including paper work involved etc. Including all testing charges at site if any, which will be conducted by the Inspector before commissioning?
 - iii. Commissioning Charges
 - iv. other allied works.
 - v. Clearing of the unused materials from site etc.

- i. The charges for supply and erection shall include transportation/freight charges of materials, equipment apparatus T&P etc. from the place of godown to worksite.
- j. The prices quoted should include all levies, customs clearing charges, Octroi, Entry tax, freight, insurance, packing & forwarding charges & whatever other charges that may be applicable from time to time.
- k. It will be the sole responsibility of the contractor to ascertain from the Government authorities while bidding of the amount of taxes, duties & other levy's applicable & include the same in the quoted price. The quoted price shall be considered to have included all such charges & no claim shall be entertained thereafter for any additional claims other than statutory variation, which should be supported by relevant documents. Any tender stipulating conditions, regarding taxes etc. shall be summarily rejected.

No variation in the amount shall be permissible over and above the amount quoted. It shall remain firm and final till completion of entire works in all respects, once the tenderer accepts the work order/or contract, except for variation in prices due to statutory variations effected by the Government.

- l. The rates quoted shall be valid for 180 days from the date of opening of the Technical Bid. The order shall be placed within the validity period, otherwise after obtaining extension of the validity of the rates. The tenderer having once accepted the order/contract, shall not be entitled to vary the rates quoted on whatsoever account and the rates quoted shall be firm and final till completion of the work.
- m. **GST Registration: The tenderer should be registered under GST (Goods and Services Tax Act 2017) in the State of Goa and copy certificate issued along with last filed GST return should be submitted with tender documents.**

11. STANDARDS:

- (i) Unless otherwise specified all the materials/equipment and the work shall comply in all respects with the requirements of the specifications of the N.I.T. of this tender document & relevant I.S. Standards as appended up to the currency of the contract.
- (ii) The successful tenderer will have to submit necessary drawings and test reports in respect of Electrical and Civil works to the department for approval before taking up the work of execution.

12. COMPLIANCE WITH THE REGULATIONS

All works shall be carried out in accordance with

- a. Construction Regulation: Central Electricity Authority (Technical Standards for construction of electrical plants and electric lines) Regulation, 2010 (as amended from time to time).
- b. Safety Regulation for Construction and O&M: Central Electricity Authority (Safety requirement for construction, operation and maintenance of electrical plants and electric lines) Regulation, 2011 (as amended from time to time).
- c. Connectivity Regulation – Technical Standard for connectivity to grid (Amendment) Regulation 2013, Technical Standards for connectivity of the Distributed Generation resources, 2013, Central Electricity Authority (Grid Standard) Regulation, 2010 (as amended

time to time).

- d. Metering Regulations – Central Electricity Authority (Installation and Operation of meters) Regulation, 2006, Central Electricity Authority (Installation and Operation of meters) (Amendment) Regulation, 2010 and 2015 (as amended from time to time)
- e. Central Electricity Authority (Measure Relating to Safety and Electric Supply Regulation), 2010 and amended regulation, 2015 (as amended from time to time).

The works shall also conform to the Indian Electricity Act. 2003, as far as it is made applicable to the state of Goa, as also with the Electricity Department rules/procedures within the said Acts & rules.

13. OPERATING MANUALS

Alongwith the delivery of equipments one set of drawings shall be supplied together with manufacturer's routine test certificate. One set of nicely printed and bound volumes of operation, maintenance manuals in English language, per unit for equipments of such rating shall be submitted by the supplier for distribution, prior to dispatch of the equipment. The manual shall contain all drawings and information required for erection, operation and maintenance of the equipments. The manual shall also contain a set of all approved drawings, type test reports etc.

14. INTERCHANGEABILITY

All the parts shall be made accurately to standard gauge wherever possible so as to facilitate replacement and requirements. All corresponding parts of similar equipment including the spare parts shall be interchangeable.

15. TEST CERTIFICATE FOR MATERIALS

For the materials used in connection with this contract, a test certificate of the manufacturer & ISI certificate is to be furnished. The materials should conform to the relevant up to date ISI standard/CBIP specifications as amended up to date. Items such as conductors, insulators, cables, metal parts, meter & C.T., fixtures, transformers, MCCB's, etc. should bear the ISI mark.

16. TENDER DRAWINGS

The tenderer may submit, four sets of drawings indicating i) Dimensioned over all general arrangement showing front, side and plan of equipment's, ii) Name plate details iii) Control wiring diagrams iv) Performance characteristics v) Type test certificates and guaranteed technical particulars of all equipment's enclosed with the tender. The tenderer is free to enclose additional drawings and documents.

Acceptance of tender shall mean the approval of all drawings enclosed with the tender and the guaranteed technical particulars by the purchaser. The successful Tenderer need not submit any of these drawings for approval of purchaser again.

Approval of drawings/work by purchaser shall not relieve the successful tenderer of his responsibility for ensuring correctness and correct interpretation of the drawings for meeting the requirement of the latest revisions of applicable standards, rules and codes of practice. The equipment shall conform in all respects to high standards of engineering, design, workmanship and latest revisions or relevant standards at the time of ordering. Purchaser shall have the power

to reject any work or materials, which in its judgment, is not in full accordance therewith.

17. CONSTRUCTION DRAWINGS

It shall be the responsibility of the successful Tenderer to design as per IS & provide the structural drawing of all items mentioned as per Tender Document and the mounting plan of the equipment's, which are offered by him.

18. INSPECTION & TESTING AT FACTORY:

- (i) All materials/equipments with the requirements of the tests specified in the relevant Indian/International standards in addition to such other tests specified/required as per the specifications mentioned in the N.I.T.
- (ii) Reasonable advance notices of minimum four weeks shall be given by the tenderer to the Department to arrange to witness testing by the Departmental representatives.
- (iii) The department shall depute maximum 2 of their representatives at any time for such inspection.
- (iv) All expenses incurred during inspection / testing including to & fro travel costs by, lodging and boarding costs and local conveyance will be in the scope of the tenderer. The mode of transport for travelling to and fro for inspection shall be decided by the contractor.
- (v) The tenderer shall grant free access to the Department inspectors for inspection of the equipment's/materials at any stage of the manufacture at the works of manufacturing unit & the equipment or materials found unsatisfactory as to workmanship or material shall be liable for rejection.
- (vi) Inspection by the Engineer-in-charge or his authorized representative shall not relieve the tenderer of the obligation of furnishing the inspected equipment in accordance with specification & the guarantee.
- (vii) In addition to the specified tests & the requirement of test included in the tender & standards, the Department reserves the right to have any inspections or tests of any reasonable nature carried out at the tenderers premises or at site to satisfy them that the materials/equipment comply with the requirements of the contract. Such tests carried out, if any, will be at the cost of the successful tenderer.
- (viii) Any materials that have been found not to conform to the specifications stipulated in section 4 & bidding schedule shall be rejected forthwith & shall be removed from the site by the contractor at his own cost.

19. FINANCIAL RESOURCES AND EXPERIENCES

The tenderer is requested to submit a statement of facts in details as to his previous experience in performing similar or comparable work and of the business and technical organization, financial resources and manufacturing facilities available. The details of list of works in hand should be furnished in clause 28 of N.I.T. Form No.6.

20. LOCAL OFFICE AND RESIDENT ENGINEER

The tenderer /contractor firm shall maintain in the State of Goa at his own cost a local office and a Resident Engineer to ensure the progress and quality of the works. The address of the local office and details of the Resident Engineer who shall be in charge of the works shall be furnished in writing 10 days after acceptance of the works order/contract. The resident Engineer Representative shall be minimum a graduate/diploma in Electrical

Engineering and shall possess valid contractors and Supervisor's license issued by Licensing Board, Govt. of Goa.

21. GODOWN / STORE YARD:

This is a work contract. Hence no material apparatus/equipment supplied by the contractor shall be taken delivery by the department. The store security & safety of materials/apparatus/equipment's, plant and tools etc. necessary in connection with the work of the contract shall be the responsibility of the contractor till they are erected, tested, commissioned and properly handed over to/taken over by the Department. The contractor must therefore, have a proper godown/store yard, etc. for storing/safeguarding the materials till they are brought to work site & erected (and thereafter testing and commissioning). The representative of the Department shall have the right to have access to inspect the go-down store yard at any time during the currency of this contract. The contractor shall arrange a store with lock at the works site for storing of the materials with security at his own cost. The contractor shall hand over one key of the store to the Engineer in-charge. Materials shall be taken for the work in the presence of the Engineer in-charge only & shall be entered in a register with date etc.

The contractor shall be fully responsible for the protection of the equipment material against the theft, corrosion etc. same is handed over to the purchaser in an operating condition after commissioning and take necessary suitable insurance cover for all the materials under storage till such time when material is installed and commissioned.

22. DEVIATIONS:

Any deviation to this specifications, if found necessary by the tenderer, shall clearly be set forth in the separate schedule annexed to this tender giving valid basis for such deviations. The advantage claimed, if any, due to such deviation shall be clearly indicated. If no deviations are involved the word "NIL" should be entered.

23. PAYMENTS

- (i) The terms of the payment shall be in accordance with the provisions contained under C.P.W.D. Manual 2022 for the percentage rate tender and contract for works.
- (ii) No advance payment shall be made along with the order. Running account bills/payments will be made for the activities completed in all respects; payment will be made activity wise. No payment will be made unless all the items in a particular activity are completed. No payment of rent or otherwise will be made for the purpose of storing of contractor's godown, worksite, etc. no transportation, freight and insurance charges, taxes and duty etc. shall be paid separately - all of which are deemed to have been included in the quoted rates whether expressly specified or not.
- (iii) Final payment will be done only after testing and commissioning of the entire work by the contractor as stated in technical specification and pre check of final bill by work audit.
- (iv) Payments against supply of material shall be made after verification of satisfactory conditions of the materials and on production of the manufacturing test certificate/report & delivery challan in original only, where applicable e.g. For meter, poles, GI Materials, insulators, etc. The certificate & delivery challan is to be furnished. The contractor shall be bound with all the conditions under the clauses 5.10 befalling under sub head Secured Advances of the CPWD Manual 2022

The payments under such condition shall be made only after execution of the said bond. Payment for supply shall be made deducting 30% of the bill amount. This 30% shall be

- released only after completion of the item of work i.e. including erection.
- (v) Payments for the item where supply, erection, testing commissioning is involved shall be made for the completed items of work. In the case of items requiring testing and commissioning the payments will be made after deducting 20% towards the testing and commissioning. 18% payment shall be released only after satisfactory testing and commissioning of the entire work involved. The balance 2% payment shall be withheld against payment of each item in bidding schedule, which shall be paid only after pre-check of the final bill by the Directorate of Accounts, Government of GOA, as applicable.
 - (vi) Deductions: - Income tax TDS as applicable from time to time shall be deducted at source from the eligible payments to the contractor from every bill. Department shall issue necessary TDS certificate to the contractor. However, it shall be the duty of the contractor to remit the GST on goods & labour as applicable to the concerned authorities from time to time.
 - (vii) All the materials and works for which payment is made in part or full shall become the sole property of the department, but this provision shall not relieve the contractor of his responsibility for the care and protection of materials and works at his own costs, or of his liabilities to make good the damage if any unless and until whole supply/ work is completed and handed over.
 - (viii) The contractor shall not be entitled to claim any interest upon any arrears or upon any balance, which may be found due to him at anytime.
 - (ix) The security deposit paid by the contractor shall be refunded after the expiry of guarantee period against his claim in hand receipt form No.28 which should be submitted through sub-divisional offices to whom the supplies are made/ got executed the work.
 - (x) No additional payment will be made on any other account.
 - (xi) The payment of the deviated quantity shall be made at the accepted rate in the work order and departmental schedule rate, whereas, the extra item and substituted items shall be paid as per the market rate analysis furnished by the contractor and approved by the department.
 - (xii) Payments will be done through ECS Mode (Electronic clearance system). You are therefore requested to give the following details
Name of the Contractor / Supplier Phone No (Mobile)
Name, Branch and address of Bank to which payment to be credited, Type of account, Bank IFSC code, PAN No, TIN No.
 - (xiii) But all such payment shall be regarded as payments by way of advance against the final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or reconnected or be considered as an admission of the due performance of the contract on any part thereof in any respect on thus receiving of any claim, nor shall it conclude determine or effect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. If there shall be any dispute about any item or items of the work, then undisputed item or items only shall be paid. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

24. INSURANCE AND CONSIGNEE

- (i) This is a works contract. All material / equipment's shall be insured by the contractor

against any damage and losses during transit to any storage at godown worksite. No insurance charges shall be payable by this department under any circumstances. Storage of material at the site and the safe custody of the material till such material is installed is the responsibility of the contractor. It is the responsibility of Contractor to make any claims in respect of short deliveries /opened deliveries and other damages etc during transit with concerned authorities / carriers. The contractor shall make his own arrangements to receive and store the materials at go down site. The purchaser shall be informed of the dispatch/receiptof the materials at go down site. The purchaser has right to inspect the materials/equipment's received at godown site for any damage/loss, etc., and direct the contractor to make good any losses, damages, etc., communicated to him within 30 days from the date of intimation irrespective of the settlement of claims with insurance, railway authorities etc.

- (ii) Inspection by the Engineer-in-Charge or his authorized representative shall not relieve the tenderer, of his obligation of furnishing the inspected equipment's in accordance with the specification and the guarantee.
- (iii) In addition to the specified tests and the requirement of tests included in the tender and standards, the Department reserves the right to have any inspections or tests of any reasonable nature carried out at the tenderers premises or at site to satisfy them that the materials/equipment comply with the requirements of the contract. Such tests carried out, if any, will be at the cost of the successful tenderer.

25. GUARANTEE:

The contractor shall warrant that the materials/equipment will be new and in accordance with the specification and that the equipment structures etc., shall be free from any defects in materials and workmanship. The contractor shall furnish guarantee towards security for a period of 24 calendar months (Guarantee period) from the date of commissioning and acceptance by the Department for the entire contracted work. Any defects or failure observed during the period of guarantee will be the duty of the contractor to attend & rectify it on priority basis when informed or noticed at his own cost.

26. COMPLETION PERIOD:

The time allowed for completion of all the activities covered under this contract shall be **6 Months including monsoon** from the fifteenth day after the date of written orders to commence work.

27. COMPENSATION FOR FAILURE TO COMPLETE THE WORK WITHIN THE STIPULATED TIME PERIOD:

The time allowed for carrying out the works as entered in the tender shall be strictly observed by the contractor & shall be deemed to be of the essence of the contract on the part of the contractor & shall be reckoned from the fifteenth day after the date on which the work order to commence is issued to the contractor. Delay in execution of the work as per clause 2 of the P.W.D.- 7 shall attract a compensation/penalty if the work remains uncompleted or unfinished after the stipulated completion or extended date of completion.

28. WORK MONITORING:

The successful tenderer will have to submit within 15 days from the date of receiptof order a pert/bar chart showing activity wise stipulated dates for execution of supply, erection, testing and commissioning of all the individual items and separately for each of the above,

namely

1) Supply, 2) erection, 3) testing and 4) commissioning.

The contractor would also be responsible to adhere to this schedule. Weekly review meeting will be held which should be attended by a responsible Engineer, wherein factual position, for each item/activity, with reference to the bar chart shall be discussed, to clear out any bottlenecks, hindering the progress of the work.

29. AGREEMENT AND GOVERNING CONDITIONS

The tenderer whose offer is accepted will have to enter into an agreement in the P.W.D. Form-7 enclosed herewith this tender document. The general terms and conditions and tender guidelines of the N.I.T. shall form part of the agreement. The agreement should be signed duly on all pages under the company's seal. The contract shall be governed by this Agreement, C.P.W.D. Manual 2022 and P.W.D. Form-7 and the general terms and conditions, listed in this tender document.

30. PAST WORK ORDERS EXECUTED

The tenderer should furnish a list of past similar executed by them with full details. Attested copies of performance certificates in proof thereof issued by the concerned authorities may be enclosed along with the offer.

31. BAR CHART:

The tenderer shall submit an undated week wise bar chart along with the tender document. The bar chart shall show item wise details of work planned within the completion period stipulated in the tender. The successful Tenderer shall be responsible to adhere to this schedule and a weekly review meeting will be held which shall be attended by the site Engineer of the successful Tenderer, wherein the factual position for each item/activity, with reference to the bar chart shall be discussed, to clear out any bottle needs hindering the progress of the work.

32. TOOLS AND TACKLES:

- a. The work shall be performed using tools designed and approved for the purpose.
- b. The contractor shall be responsible for arranging all tools and tackles, instruments, etc. that are required for erection, testing and commissioning of the equipments and materials.
- c. A complete set of tools and tackles, which are required for carrying out routine and normal maintenance, shall be furnished along with the Tender in the Bidding Schedules. The price of tools and plants shall not be considered for evaluation.
- d. Any accidents due to the negligence of the contractor such as keeping the pits (such as pole pit, stay pit, earthing pits etc.) open without completing the work for prolonged time, shall be treated as lapse on the part of the contractor and any losses will have to be borne by the contractor and the department shall not be responsible for any such incidents.

33. DEVIATION / EXTRA ITEM / SUBSTITUTED ITEM:

- (i) The quantities given under bidding schedule of this tender document are tentative. The department reserves the right to finalize quantities at the unit rates quoted in the tender offer i.e. contracted rate irrespective of the quantities mentioned in the tender. The contract shall be valid and binding.
- (ii) The normal omissions, additions, variations in drawings, specification and quantities may occur during the contract period.
- (iii) The work not involved or the item, deleted from the order/ contract would be got

completed either by department or by convenient source.

- (iv) The works of extra item deviated quantity and substituted item is to be executed by the contractor, only on the written order by the Engineer-in-Charge to do so, as per the Provisions of the C.P.W.D. Manual-2022.

34. LIABILITY OF CONTRACTOR:

- a. In case any accident occurs to any of the labourers, the department will not take any responsibility of any legal action and its complete responsibility lies on the contractor.
- b. Any risk that may be involved due to registration of yourself, your labourers, under regulation of employment and welfare act 1969 will be your account.

35. DAMAGE AND DEFECTIVE WORKMANSHIP

- a. The contractors are requested to execute all the work satisfactorily and according to the specifications. If certain items of work are below the specification/standard, the contractor shall be asked to re-do them according to the specification and if the contractor does not rectify the defect, the same will be got re-done / rectified by the department at the contractor's cost.
- b. If it is found that any work has been executed with unsound, imperfect or unskilled workmanship or materials, the contractor, on demand in writing from the Engineer-in-charge, shall rectify or remove or re-execute the work so specified in whole or part as the case may be, to the entire satisfaction of the Engineer-in-charge.

36. COMPLETION PERIOD AND TIME EXTENSION:

- a. Completion Period: The time allowed for the completion of all the activities in this contract including the civil works shall be within timeline as specify in NIT, Project Starting Date will be consider based on work order to commence the work. It would be the responsibility of the contractor to arrange the supply of materials in time for adhering to the completion schedule. Also, the connected civil works should be coordinated and completed in time for the installation of the required equipments both within and outside the control room /site.
- b. In case the contractor requires the extension of period, he shall apply in the prescribed application form for time extension and submit to the concerned sub-divisional office. The time extension shall be granted with/ without imposing penalty as per the merit of the case.

37. MEASUREMENT OF WORK

The measurement of the work shall be carried out jointly by the authorized representative of the Asst. Engineer/Executive Engineer concerned and the contractor on the prefixed date (mutually agreed). If the contractor fails to attend, the measurement taken by the representative of the department has to be accepted by the contractor as correct and binding on him.

38. RECOVERIES AND DEDUCTION:

- a. The recoveries due from the contractor as mentioned below up to the end of the month, previous to the one in which the bill is prepared shall be made.
 1. Deduction on account of retention money in full together with any shortages in such retention money
 2. Penalty in full if levied
 3. Expenditure incurred by the Dept. on behalf of the contractor.
 4. Charges for services such as water and power supply tendered by the Dept.

5. Recoveries of advances either on material or pre – claims of the work.
 6. Income deduction at source.
 7. Any other such dues by the contract or to the Dep. On any other account whatsoever
- b. As per section 194(c) of Finance Act 1972 the deduction of Income Tax at source (TDS) as per the rules applicable of the gross amount payable to you against each bill shall be effected and remitted to the Income Tax Authority. So also TDS against GST in case of supply/ execution of work will be deducted as per Rules in force.
- c. Any amount / amounts which become payable by the contractor to the department under a particular contract may be deducted by the department from the amount/ amounts due or becoming due by him to the contractor under the same or any other contract.
- d. Since the material / work is urgently required in case of failure to complete within stipulated time period, the department, if required, can purchase the material / get executed the work from other supplier/contractor at higher rates and the contractor shall compensate the loss to the Dept. to the extent of difference in cost incurred.

39. LEVY OF COMPENSATION:

- a. The time allowed for carrying out the works as entered in the tender shall be strictly observed by the contractor & shall be deemed to be of the essence of the contract on the part of the contractor & shall be reckoned from the fifteenth day after the date on which the work order to commence is issued to the contractor. Non commencement of the work or slow progress, Delay in execution of the work as per clause 2 of the P.W.D.- 7 shall attract a compensation/penalty if the work remains uncompleted or unfinished after the stipulated completion or extended date of completion. The date for the commencement of the work starts from the 15th day from the date of giving the order for its commencement.
- b. In case the contractor requires the extension of period, he shall apply in the prescribed application form for time extension and submit to the concerned sub-divisional office. The time extension shall be granted with / without imposing penalty as per the merit of the case

40. TERMINATION OF CONTRACT:

- a. If the quality of the work as well as the performance is not found satisfactory the contract is liable for termination without giving any notice at your entire risk, and security deposit shall be forfeited.
- b. The contractor should not entrust the work on subcontract, transfer, or assign the contract or any part thereof to any third party. In case this is not followed it will be treated, as breach of contract and the contract will be terminated at your cost and risk.

41. DISPUTE / JURISDICTION:

- a. In case of any conflicting constructions or any difference of opinion in any point or in case any dispute about this contract/ work order or interpretation of any of the clause/ items/ condition of this contract the decision of Executive Engineer, Divn V, Bicholim, shall be final and binding on the contractor.
- b. All the disputes or differences arising in connection with this contract shall be subject to exclusive jurisdiction of the Goa court.

42. REJECTION OF TENDER DOCUMENT:

- a. The tender documents, which do not fulfill any of the terms and conditions mentioned therein or incomplete in any respect, are liable to be rejected.
- b. The conditional tender documents are liable for rejection and acceptance of such tenders shall be at the direction/ discretion of the tender accepting authority

- c. The Department reserves the right to reject or accept all or any of the tender documents, including the lowest without assigning any reasons thereof and also the right to accept whole or part of the tender document and the Contractor shall be bound to execute the accepted portion of the work.

43. CLEARANCE/PERMISSION:

Clearance / Permission of the competent authority for digging of roads, pavements, gutters, footpath, tree cutting etc. shall be obtained by GED. Payment charges towards reinstatement, rent, supervision, land acquisition, etc. to the concerned authority for obtaining such permission shall be borne by the GED. The contractor however should facilitate the process of submission of necessary documents for various permissions required and following up with authorities as and when required.

44. AGREEMENT AND GOVERNING CONDITIONS:

The tenderer whose offer is accepted will have to enter into an agreement in the PWD Form-7 enclosed herewith this tender document. The general terms and conditions and tender guidelines of the NIT shall form part of the agreement. The agreement should be duly signed on all pages under the company's seal. Contract shall be governed by the agreement in PWD form-7, C.P.W.D. Manual 2022 and the general terms and conditions listed in the tender document.

NOTE:

A. The rate quoted for supply of materials shall include: -

I. Design aspects, which shall include: -

- a. Design of additional bay in consonance with the existing bays of the substation in the area specified as per the line diagram, including displaying layout of equipments, structural design, lighting arrangements, all clearances shall be maintained as per the Indian Electricity Rules.
- b. Design of structures utilizing various steel materials for double bay structure, incomer bays & outgoing bays with index displaying different steel materials utilized.
- c. Design of all specified panels, including layout of all instruments, relays, wiring, within the panel, etc.
- d. Design of cable layout, cable trench, cable block diagram
- e. Design of all equipment's as indicated in the bidding schedule & as per the technical particulars.
- f. Layout plan for arrangement of panels in the control room including interconnecting cables & power cables.

All design shall be subject to the approval of the Engineer-in-charge. The rate quoted for design shall be incorporated in the rate for supply of materials. No extra charges shall be paid for design & obtaining approval.

B. The rate quoted for erection, testing & commissioning of the works/equipment etc. as per schedule shall include: -

- a. Labor charges including all associated civil works including all taxes as applicable, etc. for erection.
- b. Testing charges including paper work involved etc. including all on site testing charges if any, which will be conducted by the MRT unit of the department & the Inspector before commissioning.
- c. Commissioning Charges
- d. Other allied works.
- e. Clearing of the unused materials from site etc.

45. FAILURES TO MEET GUARANTEE AND REQUIREMENT OF THE SPECIFICATION

Should the factory tests or the operation of any part of apparatus under service conditions show that it does not meet the guarantees and/or the requirements of their specifications, it shall be optional with the purchaser to accept or reject the apparatus, and direct the contractor to at once proceed to furnish such new parts as may be necessary to make it meet the guarantees and requirements. All expenses of furnishing and of installing new parts or alterations to existing parts and all tests made necessary by failure of the apparatus to the guarantees and other requirements of the specifications shall be borne by the contractor.

46. COORDINATION

- a. In the event of a tenderer offering items manufactured by different manufacturers, it will be his responsibility to fully co-ordinate the activities of each manufacturer in such a way that the complete equipment contracted, is supplied in accordance with the contract. No extra charges shall be payable for these services.
- b. The contractor jointly with the concerned Assistant Engineer/Engineer-in-charge shall fix a schedule (for a minimum period of one week) for the power shutdowns he intends to take for carrying out the works as & whenever the case may arise. He shall inform the concerned Assistant Engineer/Engineer-in-charge of his intention to avail power shutdowns together with the description of the works, he intends to take upon those days, at least one week in advance before the date when shutdown is required, in order to enable to fix a joint meeting & take a joint decision in the matter; the concerned Assistant Engineer/Engineer-in-charge shall endorse thereon the schedule prepared after joint decision as an acceptance. No power shutdowns shall be arranged to the contractor without a joint decision being taken as explicated above. The work to be taken up & the schedule prepared for availing power shutdowns shall be arranged/planned in such a way that the work is complete in all respects on a particular feeder of a transformer centre within two power shutdowns only. Another words, the contractor shall use his logistics & complete the works in all respects, availing a maximum of 2 power shutdown only, at each specified distribution transformer centre. No more than 2 power shutdowns shall be permitted to the contractor on the same feeder of a transformer centre in any case.1.49

47. ELECTRICAL INSPECTOR APPROVAL

Obtaining all statutory approvals from Electrical Inspector shall be in the scope of GED. However, Tenderer has to facilitate the process by submission of Design and drawing documents and follow up as required. Payment charges to the Electrical Inspector for obtaining permission shall be made by GED or in the event of contractor making the payment shall be refunded against submission of appropriate proof of payment.

48. SCRAP / DISMANTLED MATERIAL

The contractor should also quote for the dismantled material in the schedule provided along with the price bid. Amount quoted for material will be deducted from the financial bidding schedule for evaluation of lowest bidder. All the dismantled materials/scraps shall be transported and deposited to central/divisional stores of GED or the store specified by the by the GED official without any extra cost.

49. SUB CONTRACTOR: - NOT APPLICABLE

50. MANUFACTURER'S AUTHORIZATION: -

In case the Bidders intends to supply and install major items not manufactured or produced by them, then they will have to produce Manufacturer's Authorization as specified in Form

H, Section – II specific for that project indicating that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item.

The persons signing this manufacturing authorization should hold a valid power of attorney/ Board resolution of their respective firm/company and a copy of the same is to be submitted along with the request for tender documents falling which the bid will be rejected.

51. GENERAL CONDITIONS:

- a. Any material/item which is not specifically included in the tender & is required for the execution of the work shall be carried out at extra cost by the contractor.
- b. The work involved for erection of each item shall deem to include all related works such as civil works etc., which shall not be specifically mentioned in the tender specifications & shall be carried out by the contractor at extra cost.
- c. The contractor shall be fully responsible for barricading of the open pits, trenches etc. Putting of sign boards with florescent paint lettering for day & red lamp for the night, employing chowkidar & taking any other precautions as per traffic rules, pay penalty for violating the rules if imposed by any department/authority, the police authority for safety of the public work, the contractor shall have to bear this at his own cost.
- d. All water mains, sewer, cables water/sewers connection in individual or any other obstruction coming in the alignment shall be supported free of cost by the contractor. No payment for temporary support will be paid. Incase of damage to any utility. The Electricity Department shall be indemnified against such damage at no extra cost.
- e. Any accidents due to the negligence of the contractor such as keeping the pits (suchas pole pit, stay pit, earthing pits, etc) open without completing the work for prolonged time, shall be treated as lapse on the part of the contractor and any losses will have to be borne by the contractor and the department shall not be responsible for any such incidents.
- f. In case the contractor requires power supply at the site the same will have to be availed by him by completing all the required departmental formalities including payment.
- g. Adherence of following SOP as informed vide 3/3H/25-PCB/Lab/30328 dtd 17/03/2025 by Goa Stat Pollution Control Board under the National Ambient Air Quality Monitoring Programme under CPCB instate of Goa for effective dust suppression and to maintain Air Quality Level.

Sr No	Action Points
1	Enforcement of Construction and Demolition Rules
2	Control measures for fugitive emission from material handling, conveying and screening operations through water sprinkling , dust suppression etc..
3	Ensure carriage and construction material in closed/covered vessels.

NOTE: - All the materials to be supplied by the contractor should be conforming to relevant IS standards as amended up to date and as per the approved design of the department. Where such standard does not exist one should strictly conform to the drawings/specifications & general standards mentioned/enclosed.

**Executive Engineer,
Electricity Department,
Div V, Bicholim-Goa.**

INTEGRITY PACT

To,

.....
.....
.....

Sub: Tender-06 - Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

Dear Sir,

It is here by declared that CPWD is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CPWD.

Yours faithfully

Executive Engineer

Note: - If the Bidder is a joint venture, the Integrity Pact shall be signed by all the partners or consortium members.

INTEGRITY PACT

To,

Executive Engineer,

.....
.....

Sub: Submission of Tender-06 - Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division - I(U), Bicholim, Division -V, Bicholim..

Dear Sir,

I/We acknowledge that CPWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CPWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bidis accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Note: - If the Bidder is a joint venture, the Integrity Pact shall be signed by all the partners or consortium members.

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CPWD.

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this day of..... 20

BETWEEN

President of India represented through Executive Engineer,

(Name of Division)

CPWD, ,(Hereinafter referred as the (Address of Division) **‘Principal/Owner’**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company) through(Here in after referred to as the

(Details of duly authorized signatory) **“Bidder/Contractor”** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the **Tender-06)** (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses asunder:

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self for third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of

fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and /or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)	(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....

(signature, name and address)

2.....

(signature, name and address)

Place:

Dated:

Note:- If the Bidder is a joint venture, the Integrity Pact shall be signed by all the partners or consortium members.

**Form of Earnest Money Deposit
Bank Guarantee Bond**

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound un to(Name and division of Executive Engineer) (hereinafter called "the Engineer-in- Charge") in the sum of Rs.(₹ in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this day of.....20 THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

(b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to his owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in- Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....

SIGNATURE OF THE BANK

WITNESS.....
(SIGNATURE, NAME AND ADDRESS)

SEAL

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

***Form of Performance Security (Guarantee) Bank
Guarantee Bond- Format -II***

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said Contractor(s)") for the work...(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,.....(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs.....(Rupees Only) on demand by the Government.
2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). 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)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes 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 a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. 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 that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified 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.
5. We,.....(indicate the name of the Bank) further agree with the Government that the government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under 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 Government against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government 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.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We,.....(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid upto.....unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees)

SPECIAL CONDITIONS OF CONTRACT: -

In addition to the general conditions of the contract, following are the special conditions applicable to this tender. SCC shall prevail if there is a conflict with any condition stipulated elsewhere in the tender document.

1. Project Planning and Quality Control

On award of contract, within 7 days of the receipt of order, the bidder shall submit detailed project plan including PERT/CPM charts for project activities for approval of GED Engineer-in-charge. The bidder should also submit along with the bid, quality assurance plan for manufacture of all the equipment's and also site quality assurance plan for installation and commissioning of each equipment. As part of quality assurance plan for manufacturing, bidder shall furnish factory inspection plans (stage and final) by GED or its nominated agencies. The delivery lots should be planned in such a way that not more than four inspection visits are required for any equipment during the entire contract period. A notice of two weeks shall be given for planning the inspection visits. Making all the arrangements for testing and inspection at the factory shall be in the scope of the bidder.

2. Designing and Layout for Civil Infrastructure

Detailed Civil Drawings and Layout for Control Room, cable trenches etc. shall be submitted by contractor as per actual site conditions for approval by GED before commencement of works and shall be designed for housing of all equipment supplied along with facilities, amenities and civil infrastructure as envisaged under scope of work.

3. Safety and Environment Aspects.

The nature of work involves working in public places. The bidder should furnish along with the tender a safety plan for ensuring safety of general public and his team while executing the contract. A dedicated qualified safety Engineer shall be employed to ensure implementation of safety plan. The bidder should also furnish an environment protection plan to ensure no damage is done to environment while executing the contract.

4. Training

The bidder on award of contract shall arrange to provide functional training to the nominated GED staff for the equipment supplied. As part of training, visit to the manufacturing/training facilities of supplier shall be arranged.

5. GST (GOODS AND SERVICES TAX)

Where ever terms like CST, LST, VAT, Levy and duties etc. are mentioned in the tender document if any, the same shall be deemed to be replaced by GST (CGST & SGST) as applicable and prices quoted shall be inclusive of GST. Department shall deduct TDS as applicable under the provision of GST Act.

6. PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO BE GIVEN IN RUPEES (INR)(ONLY)

- a. This BOQ template must not be modified/replaced by the bidder, else the bidder is liable to be rejected for this tender.
- b. Bidders are allowed to enter the Bidder's Name and Ex-works Price only in 'Bidding Schedule'. Bidders are required to quote for all the equipment's/materials.
- c. The Ex-works price is exclusive of all taxes & duties and bidders shall fill Ex-work Price, Erection charges and applicable taxes in Rupees.
- d. If any Taxes (GST, Cess etc.) amended/modified/clarified by GoI/ State Govt. after submission of price bid/during execution period. Taxes mentioned for the same (i.e.in price bid) to be amended accordingly. Payment against the same shall be released to bidder only after providing all documentary evidence.
- e. Payment against certain taxes shall be released only after providing proof for the same.
- f. The entire work is to be done on 'Turnkey' basis. Therefore, the bidder should include the cost of all the items necessary to complete the work for successful commissioning of the equipment/substations and no extra payment to any other allied items will be made.
- g. All the material and erection practices shall be as per tender specifications and wherever not specified, shall be as per GED Standard.
- h. Form 'C' and Road Permit shall not be issued.
- i. Financial Evaluation and selection of L1 bidder shall be done on the basis of total price for the complete package inclusive of all taxes.

7. Time lines for completion of work: - 6 Months, 25% work should get completed within **01 months**, 25% balance works should get completed in next **01 months**, 25% balance works should get completed in next **02 months** and final 25% balance works should get completed in next **02 months**. Bidder is required to submit PERT chart in line with the time specified.

8. Work Schedule: - The time of successfully completion of work is **6 Months** from the date of issue of LOA.

9. Survey Guidelines:-It is mandatory for Bidder to do GPS based survey and drawing need to be submitted in colored Auto-cad drawing comprising GPS points. Drawings shall be clearly visible. The contractor shall submit GPS based as-build/as-executed drawing (in 3 hard copies and 1 Softcopy) and joint measurement sheet after completion of the project along with details of executed material and material reconciliation statement of the complete work. Still photography and videography of the executed work shall be done by the contractor after completion of work and submitted with as-build/as-executed drawings. Still photography and videography of existing network has to be ensured before dismantling and after re- erection. Any other documents regarding

execution of works as required by GED for closure of the project shall also be provided by the contractor. Before execution of work Bidder need to submit pre execution survey drawing (existing as well as proposed drawing) along with BOQ within two months from the date of issue of LOI. Approval from concerned division (GED) is mandatory before execution of work.

10. Progress Report: -

a) The contractor shall submit monthly progress report on the status of the following activities as on last day of each calendar month so as to reach us by the 5th of the succeeding month

i)	Engineering Drawing
ii)	Procurement of raw material and bought-out items.
iv)	Testing & Inspection
v)	Ex-work Dispatch of equipment/materials
vi)	Payment received status
vii)	Progress of electrification work

b) These progress reports shall be prepared in Four (4) copies and submitted to the following

i)	1 copy to the concerned Sub-Division
ii)	1 copy to the concerned Division
iii)	1 copy to the Executive Engineer - Bicholim

Apart from above, the daily progress report and the activity planned for current date shall also be communicated to GED through each date by 10.00 A.M

11. **PERT chart:** - Bidder need to submit PERT chart with detail schedule for completion of work before signing of Agreement
12. **GTP:** - Bidder need to submit 2 sets of GTP (Guaranteed Technical Particulars) and get it approved from department before execution of work
13. **Advance payment:** - Not applicable.
14. No interest shall be paid to contractor, on delay of account of Electricity department of Goa, against invoice submitted.
15. No Incentive for early completion shall be paid to bidder.
16. If any dispute arises during execution of work, decision taken by Executive Engineer, Goa shall be final and binding to all stakeholders.

**Executive Engineer,
Elect. Div V, Bicholim**

SECTION - II

TECHNO COMMERCIAL

BID

(PART-B)

TENDER NO. Tender-06/Div V

Name of Work: - Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

Tender-06/ D i v V

Name of Work: Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

INDEX FOR PART “B” TECHNO-COMMERCIAL BID

Sr. No.	Description
1.	Check list of enclosures
2.	Financial Information – Form A
3.	Form For Bankers Certificate(Solvency Certificate) – Form B
4.	Form for Certificate of Network from Chartered Accountant - Form B-1
5.	Details of all Projects of similar class completed during last 7 years – Form C
6.	Details of all Projects Under Execution – Form D
7.	Performance Report of all Projects Referred in Form ‘C’ & ‘D’ – Form E
8.	Structure & Organization – Form F
9.	Details of Technical & Administrative Personnel to be Employed – Form G
10.	Manufacturer’s Authorization letter – Form H
11.	Form of power of attorney for joint venture - FORM I
12.	Form of undertaking by the joint venture partners - FORM J
13.	Form of joint deed of undertaking by the sub-contractor along with the bidder/contractor - FORM K
14.	Commercial Deviation for package - Schedule 1
15.	Technical Deviation for package - Schedule 2
16.	Additional information - Schedule 3
17.	Information regarding ex-employees of Electricity Department - Schedule 4
18.	Schedule of makes offered - Schedule 5
19.	Undertaking by the tenderer regarding type testing of Equipment - Schedule 6
20.	Tenderer’s performance/experience schedule - Schedule 7
21.	List of special Tools & tackle – Schedule 8
22.	Schedule of Contractual Works already in Hand / Ongoing Works – Schedule 9
23.	Attested copy of valid Registration Certificate.
24.	Attested copy of PAN CARD
25.	Attested copy of GST registration certificate along with last filed GST return
26.	Valid License of electrical contractor for 110KV or above issued by Licensing Board Government of Goa
27.	Copy of EMD, Tender & Processing fees.
28.	Integrity Pact (On Non Judicial stamp paper of Rs. 100),
29.	Power of Attorney (On Non Judicial stamp paper of Rs. 100)

Checklist
Declaration of Enclosures

Tender-06/Div V

NAME OF WORK: - Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

Bidder's Name & address

To,
The Executive Engineer,
Electricity Department, Govt. of Goa,
Div V, Bicholim Goa.

<i>Sr No</i>	<i>Item Description</i>	<i>Declaration (Strike out whichever is not applicable)</i>
1.	Checklist of Enclosures	Yes/No
2.	Financial Information – Form A	Yes/No
3.	Form For Bankers Certificate (Solvency Certificate) – Form B	Yes/No
4.	Details of all Projects of similar class completed during last 7 years – Form C	Yes/No
5.	Details of all Projects Under Execution – Form D	Yes/No
6.	Performance Report of all Projects Referred in Form 'C' & 'D' –Form E	Yes/No
7.	Structure & Organization - – Form F	Yes/No
8.	Details of Technical & Administrative Personnel to be Employed - – Form G	Yes/No
9.	Manufacturer's Authorization letter – Form - H	Yes/No
10.	Form of power of attorney for joint venture - FORM I	Yes/No
11.	Form of undertaking by the joint venture partners – FORM J	Yes/No
12.	Form of joint deed of undertaking by the sub-contractor along with the bidder/contractor - FORM K	Yes/No
13.	Commercial Deviation for package - Schedule 1	Yes/No
14.	Technical Deviation for package - Schedule 2	Yes/No
15.	Additional information - Schedule 3	Yes/No
16.	Information regarding ex-employees of Electricity Department - Schedule 4	Yes/No
17.	Schedule of makes offered - Schedule 5	Yes/No
18.	Undertaking by the tenderer regarding type testing of Equipment - Schedule 6	Yes/No

19.	Tenderer's performance/experience schedule - Schedule 7	Yes/No
20.	List of special Tools & tackle – Schedule 8	Yes/No
21.	Schedule of Contractual Works already in Hand / Ongoing Works –Schedule 9	Yes/No
22.	Attested copy of valid Registration Certificate.	Yes/No
23.	Attested copy of PAN CARD	Yes/No
24.	Attested copy of GST registration certificate	Yes/No
25.	Valid License of electrical contractor for 110KV or above issued by Licensing Board Government of Goa	Yes/No
26	Copy of EMD, Tender & Processing fees.	Yes/No
27	Integrity Agreement (On Non Judicial stamp paper of Rs. 100)	Yes/No
28	Power of Attorney (On Non Judicial stamp paper of Rs. 100)	Yes/No

Date:

(Signature).....

Place:

(Printed Name).....

(Designation).....

(Common Seal of co.).....

FORM 'A'
FINANCIAL INFORMATION

Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for last five years duly certified by the Chartered Accountant, as submitted by the tenderer to the Income Tax Department (Copies to be attached)

Sr.No.	Description	Years (Last Five Financial Year)				
		2020-21	2021-22	2022-23	2023-24	2024-25
1	Gross Annual turnover on construction works					
2	Profit/Loss					

- I Financial arrangements for carrying out the proposed work
II The following certificates are enclosed:
a) Current Income Tax Clearance Certificate.

Signature of Chartered Accountant with Seal

Signature of Tenderer

FORM 'B'
FORM FOR BANKERS CERTIFICATE

SOLVENCY CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN

This is to certify that in Our Opinion and to the best of our Knowledge and information available on the records of bank as on / /2026, M/s _____, carrying a business at _____ (address) is capable of undertaking business/contract work to the extent of Rs. _____/- (Rs _____ Only)

It is clarified that this certificate is issued without any guarantee and responsibility on the part of Bank or any of its officers.

This letter is issued at the specific request of the Customer, M/s _____.

Name of bank:

Name of authorized Signatory:

Designation:

Note: Bankers Certificate (Solvency Certificate) shall be of current financial year

FORM "B-1"

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s.....(Name & Registered Address of individual/firm/ company), as on (the relevant date) is Rs.after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on (the relevant date)."

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI Date and Seal

FORM 'C'

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH MARCH 2025

<i>Sr. No</i>	<i>Name of work/project and location</i>	<i>Owner of sponsoring organization</i>	<i>Cost of work in crores</i>	<i>Date of commencement as per contract</i>	<i>Stipulated date of completion</i>	<i>Actual date of completion</i>	<i>Litigation/arbitration pending/in progress with details*</i>	<i>Name and address/telephone number of officer to whom reference may be made</i>	<i>Remarks</i>
1	2	3	4	5	6	7	8	9	10

- Indicate gross amount claimed and amount awarded by the Arbitrator
- Details may be attached separately.

Signature of Applicant(s)

FORM 'D'
PROJECT UNDER EXECUTION/AWARDED

<i>Sr. No</i>	<i>Name of work/project and location</i>	<i>Owner of sponsoring organization</i>	<i>Cost of work in crores</i>	<i>Date of commencement as per contract</i>	<i>Stipulated date of completion</i>	<i>Up-to-date percentage progress of work</i>	<i>Slow progress if any, and reasons thereof</i>	<i>Name and address/telephone number of officer to whom reference may be made</i>	<i>Remarks</i>
1	2	3	4	5	6	7	8	9	10

- Indicate gross amount claimed and amount awarded by the Arbitrator
- Details may be attached separately

Signature of Applicant(s)

FORM –‘E’
PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM “C” & “D”

1	Name of work / Project & Location	
2	Agreement No.	
3	Estimated Cost	
4	Tendered Cost	
5	Date of Start	
6	Date of Completion	
	(i) Stipulated date of Completion.	
	(ii) Actual date of Completion.	
7	Amount of compensation levied for delayed completion, if any.	
8	Amount of reduced rate items, if any.	
9	Performance Report.	
	(i) Quality of work.	Very good/Good/Fair/Poor
	(ii) Financial soundness.	Very good/Good/Fair/Poor
	(iii) Technical Proficiency.	Very good/Good/Fair/Poor
	(iv) Resourcefulness.	Very good/Good/Fair/Poor
	(v) General behavior.	Very good/Good/Fair/Poor

Dated:

Executive Engineer
Or other competent authority

Note:-These certificates are to be signed by the concerned Executive Engineers or Competent Authority of the concerned Organization who have supervised the works referred by the applicant in Form “C” & “D”. Others format of performance certificate may be acceptable, however all required information should be under furnished certificate signed by the concerned Executive Engineers or Competent Authority.

FORM “F”

(i) STRUCTURE & ORGANISATION

1.	Name & Address of the applicant	
2.	Telephone No./Telex No./Fax No.	
3.	Legal status of the applicant (attach copies of original document defining the legal status).	
	(a) An Individual	
	(b) A proprietary firm	
	(c) A firm in partnership	
	(d) A limited company or Corporation	
4.	Particulars of Registration with various Government bodies (attach attested photocopy).	
	Organization / Place of registration	Registration No.
	1.	
	2.	
	3.	
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	
8.	Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
9.	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.	
10.	Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11.	In which field of Electrical Engineering construction the applicant has specialization and interest?	
12.	Any other information considered necessary but not included above.	

Signature of Applicant(s)

FORM 'G'

***DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED
FOR THE WORK***

<i>Sr. No.</i>	<i>Designation</i>	<i>Total number</i>	<i>Number available for this work</i>	<i>Name</i>	<i>Qualification</i>	<i>Professional experience and details of work carried out</i>	<i>How these would be involved in this work</i>	<i>Remarks</i>
1	2	3	4	5	6	7	8	9

Signature of Applicant(s)

FORM 'H'
MANUFACTURER'S AUTHORIZATION LETTER

(On Manufacturer's letter head)

Ref No. _____

Date :

To,
The Executive Engineer
Electricity Department,
Div V, Bicholim- Goa.

Dear Sir,

Tender No.....Under (Tender Notice
No.....) for

We..... who are established
.....and reputable manufacturers of (name and
description of goods offered) having factory at
(Address of factory) do hereby authorize M/s.....(name & address
of contractor) to submit a bid, and sign the contract with you for the above goods manufactured by us
against the NIT for the above mentioned tender.

We shall extend our full guarantee and warranty as per the General Conditions of Contract appended
with specification for goods and services offered for supply by the above firm against this NIT.

Further, we hereby confirm as follows:

1. We confirm for design, manufacturing & testing of equipments as per relevant IS/IEC/ANSI with latest amendments.
2. We give commitments for full technical/ after sale support including spares during erection, testing and commissioning and confirm that products are as per technical specifications & type tested as per IEC/IS/ specification from accredited laboratory.
3. We also confirm that we are having all the testing facilities as required for testing of the equipment as per relevant IS/TEC/ANSI with their latest amendments.
4. We confirm that this authorization will remain in force at least up to guarantee period of equipments.

5. We confirm for repair/ replacement within the guarantee of equipments.
6. We confirm that for dispute, if any, the Indian judicial as defined by purchaser shall be binding to us and we shall be abide & act as per Indian govt. rules & regulation in toto.

Date :

Yours faithfully,

Sign & Seal of Manufacturers

Seal & Signature of Bidder

Note: - The persons signing this manufacturing authorization should hold a valid power of attorney/ Board resolution of their respective firm/company and a copy of the same is to be submitted along with the request for tender documents falling which the bid will be rejected.

FORM 'I'

FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder.....have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/sbeing the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package the bids for which have been invited by (insert name of the Employer along with address) (hereinafter called the 'Employer') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of.....under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint Venture:The

Common Seal has been affixed there unto in the presence of: WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

FORM 'J'

FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

THIS JOINT DEED OF UNDERTAKING executed on this..... day of.....Two Thousand and..... by.....a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.....a Company incorporated under the laws of and having its Registered Office at.....(hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No..... for (*insert name of the package alongwith project name*).....of (*insert names of the Employer*)....., a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at (*insert registered address of the Employer*) (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (*insert name of the package alongwith project name*)

AND WHEREAS Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure-A to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 9.3 (c) of ITB and Qualification Criteria in Annexure-A to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated.....by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I *(to be suitably appended by the Parties along with this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and

several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated Name

Designation

Signature WITNESS :

I
For Lead Partner (Party No.-1) For and on behalf of M/s

(Signature of the authorized representative)

II.

Common Seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated

For Party No.-2
For and on behalf of M/s.....

Name

(Signature of the authorized representative)

Designation

Signature

WITNESS :

I

II.

Common Seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated

For Party No.-3
For and on behalf of M/s.

Name

Designation

(Signature of the authorized representative)

Signature

WITNESS :

I

II

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

FORM 'K'

**FORM OF JOINT DEED OF UNDERTAKING BY THE SUB-CONTRACTOR
ALONG WITH THE BIDDER/CONTRACTOR**

THIS DEED OF UNDERTAKING executed this day of..... Two
Thousand and by M/s....., a Company incorporated under the laws of
..... and having its Registered Office at
(hereinafter called the “**Sub-contractor**” which expression shall include its successors, executors
and permitted assigns), and M/s., a Company incorporated under the laws of
..... having its Registered Office at
(hereinafter called the “Bidder”/”Contractor” which expression shall include its successors, executors
and permitted assigns) in favour of **XXXX (Name of the Employer)** a Company incorporated under
the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at
XXXX (Registered Address of the Employer) (hereinafter called the “Employer” which expression
shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bid as per its Specification No.....for **works of**
.....

AND WHEREAS Clause No., Section, of....., Vol.–I... forming
part of the Bid Documents inter-alia stipulates that the Bidder and/or Sub-contractor must fulfill the
Qualifying Requirements and be jointly and severally bound and responsible for the quality and
timely execution of **works** in the event the Bid submitted by the Bidder is accepted by the Employer
resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No.
..... dated.....based on tie-up with the **Sub-contractor** for execution of aforesaid
works.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to
as the “Contract”) we, the **Sub-contractor** and the Bidder/Contractor do hereby declare that
we shall be jointly and severally bound unto the **XXXX (Name of the Employer)**, for
execution of works in accordance with the Contract Specifications.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of
Undertaking, the **Sub-contractor** hereby agrees to depute their representatives from time to
time to the Employer’s Project site as mutually considered necessary by the Employer,
Bidder/Contractor and the **Sub-contractor** to ensure proper quality, manufacture, testing and
supply on FOR destination delivery at site basis and successful performance of **works** in
accordance with Contract Specifications. Further, if the Employer suffers any loss or damage

on account of non-performance of the material fully meeting the performance guaranteed as per Bid Specification in terms of the contract. We the **Sub-contractor** and the Contractor jointly and severally undertake to pay such loss or damages to the Employer on its demand without any demur.

3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in xxxxx (Headquarter of Employer) shall have exclusive jurisdiction in all matters arising under the Undertaking.

4.0 We, the Bidder/Contractor and **Sub-contractor** agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the **Sub-contractor** and/or the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For **Sub-contractor**)

Signature

(Signature of the authorized representative)

Name

Office Address

Name

Common Seal of Company
.....

WITNESS

(For Bidder)

Signature

(Signature of the authorized representative)

Name

Office Address

Name

Common Seal of Company
.....

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly attested by Notary Public of the place(s) of the respective executant(s), shall be submitted along with the bid.

In case the bid is submitted by a Joint Venture (JV) of two or more firms as partners, then the Joint deed of undertaking shall be modified accordingly

SCHEDULE-1

Tender-06(26-27)/Div V

Name of Work: Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

(COMMERCIAL DEVIATIONS)

Bidder's Name & Address

To
The Executive Engineer,
Electricity Department,
Elect. Div V, Bicholim Goa

Dear Sirs,

Sub: - Commercial Deviation for package.

The following are the Commercial Deviations and variations from and exception to the specifications and documents for the subject package. These deviations and variations are exhaustive. Except for these deviations, the entire work shall be performed as per your terms and conditions, specifications and documents.

<i>Volume /Clause</i>	<i>Ref. /Page No/</i>	<i>As specified in the specification</i>	<i>Commercial deviation and variation to the specification</i>

Date:

(Signature).....

Place:

(Printed Name).....

(Designation).....

(Common Seal of Co.).....

Note: - *Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this schedule.*

SCHEDULE-2

Tender-06(26-27)/Div V

Name of Work: Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

(TECHNICAL DEVIATIONS)

Bidder's Name & Address

To
**Executive Engineer,
Elect. Div V, Bicholim**

Dear Sirs,

Sub: - Technical Deviation for package.

The following are the Technical Deviations and variations from and exception to the specifications and documents for the subject package. These deviations and variations are exhaustive. Except for these deviations, the entire work shall be performed as per your terms and conditions specifications and documents.

<i>Volume/Clause</i>	<i>Ref/Page No/</i>	<i>As specified in the specification</i>	<i>Technical deviation and variation to the specification</i>

Date: (Signature).....
Place: (Printed Name).....
(Designation).....
(Common Seal).....

Note:- 1. *Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this schedule.*
2. *The deviations and variations, if any, shall be brought out separately for each of the equipment.*

SCHEDULE-3
Tender-06(26-27)/Div V

Name of Work: Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

(ADDITIONAL INFORMATION)

Bidder's Name & Address

To
Executive Engineer,
Elect. Div V, Bicholim

Dear Sirs,
We have enclosed with our proposal the following additional information for the subject package.

<i>Sr. No.</i>	<i>Brief description of Information</i>	<i>Ref. & Page No.</i>
----------------	---	----------------------------

Date:	(Signature).....
Place:	(Printed Name).....
	(Designation).....
	(Common Seal)

Note: - *Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this schedule.*

SCHEDULE- 4

Tender-06(26-27)/Div V

Name of Work: Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

(INFORMATION REGARDING EX-EMPLOYEES OF GOA ELECTRICITY DEPARTMENT, GOVT. OF GOA)

Bidder's Name & Address

To

**Executive Engineer,
Elect. Div V, Bicholim**

We hereby furnish the details of ex-employees of GOA Electricity Department, Govt. of Goa who had retired/resigned at the level of Junior Engineer and above from GOA Electricity Department and subsequently have been employed by us

<i>Sr. No.</i>	<i>Name of Person with designation in GOA Electricity Department.</i>	<i>Date of Retirement /resignation from GOA Electricity Department.</i>	<i>Date of joining and designation in our Organization</i>
1.
2.
3.
4.
5.

Date:

(Signature).....

Place:

(Printed Name).....

(Designation).....

(Common Seal Of Co.).....

SCHEDULE- 5

Tender-06(26-27)/Div V

Name of Work: Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

(SCHEDULE OF OFFERED MAKE)

Bidder's Name & Address

To
**Executive Engineer,
Elect. Div V, Bicholim**

We are furnishing below the list of approved makes of the material under the subject package. The prices for these tools & tackles are already included in the bid price.

Sr. No.	Equipment/Materials	Name of Approved makes / & vendors
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Date:

(Signature).....

Place:

(PrintedName).....(

Designation).....

(CommonSealofco.).....

SCHEDULE- 6

Tender-06(26-27)/Div V

Name of Work: Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

UNDERTAKING BY THE TENDERERS REGARDING TYPE TESTING OF THE EQUIPMENTS

(This schedule is applicable when the already conducted type test are more than Five-year-old).

I / We hereby confirm that the type tests for the below listed equipments have already been carried out as detailed below. However, since these test are more than five-year-old, I / We hereby undertake to carryout the relevant type test on these equipments free of cost to the purchaser and shall submit the reports after completing type tests successfully, but positively before commencement of supply, in the event of award of contract to me /us.

<i>Sr. No.</i>	<i>Description of equipment As Approved Vendor List (Section – III)</i>	<i>Make/type designation</i>	<i>Date of previous successful type test</i>	<i>Whether the copy of type test report conducted by CPRI/ERDA/Govt. Testing houses enclosed.</i>

Date:

(Signature).....

Place:

(Printed Name).....

(Designation).....

(Common Seal Of Co.).....

SCHEDULE- 7

Tender-06(26-27)/Div V

Name of Work: Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

(To be filled in and signed by the tenderer)

TENDERER'S EXPERIENCE / PERFORMANCE SCHEDULE

The tenderer shall furnish here a list of similar works (comparable in voltage and capacity) executed / under execution.

<i>Sr. No.</i>	<i>Details of sub-station Work (state Voltage capacity)</i>	<i>Place of execution and name of customer.</i>	<i>Order No. and date.</i>	<i>Value of Contract.</i>
1.	2.	3.	4.	5.

<i>Stipulated date of completion as per contract.</i>	<i>Actual date of completion (if completed).</i>	<i>If not completed within stipulated date, reason for delay.</i>	<i>If order is under execution quantum of work completed till date.</i>	<i>Name and detailed postal address of customer.</i>
6.	7.	8.	9.	10.

Date:

(Signature).....

Place:

(Printed Name).....

(Designation).....

(Common Seal Of Co.).....

SCHEDULE- 8

Tender-06(26-27)/Div V

Name of Work: Tender for the work of shifting of 11 KV underground cable at Govindnagar Bicholim, as per the request of PWD Bicholim, under Sub Division -I(U), Bicholim, Division -V, Bicholim..

(LIST OF SPECIAL TOOLS & TACKLES)

Bidder's Name &
Address

To
**Executive Engineer,
Elect. Div V, Bicholim**

We are furnishing below the list of special tools & tackles for installation & commissioning of the transmission lines and 11KV sub-station under the subject package. The prices for these tools & tackles are already included in the bid price.

<i>Sr. No.</i>	<i>Equipment</i>	<i>Item Description</i>	<i>Unit</i>	<i>Qty.</i>

Date:

(Signature).....

Place:

(Printed Name).....

(Designation).....

(Common Seal of co.).....

SCHEDULE - 9

(To be filled in, Signed & Delivered by the Tenderer)

**SCHEDULE OF CONTRACTUAL WORKS ALREADY IN HAND /
ON GOING WORKS**

<u>Sr. No.</u>	<u>Name of Work as per Tender</u>	<u>Reference & Date of Work Order</u>	<u>Stipulated completion period</u>	<u>Progress of works till date</u>	<u>Likely completion date</u>

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal of co.).....

PUBLIC WORKS DEPARTMENT
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

Division

(Central P.W.D. Code, Paragraph 95)

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PUBLIC WORKS DEPARTMENT

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

(Central P. W. D. Code Paragraph 82)

ADDENDUM

In this C. P. W. D. standard contract form the following expressions, shall unless the context otherwise requires, stand substituted as given below :

Sl. No.	Existing expressions	Substituted as
1.	Central Public Works Department/ CPWD	Public Works Department/PWD
2.	Engineer - in - charge / Engineer of CPWD	Executive Engineer/Engineer of PWD
3.	Government of India	Government of Goa.
4.	President of India	Governor of Goa.
5.	Chief / Superintending/Executive/ Assistant/Junior Engineer of CPWD	Chief / Superintending/Executive/ Assistant/Junior Engineer of PWD
6.	Ministry of Surface Transport (MOST)	Ministry of Road Transport and Highways (MORTH)

Contractor

Executive Engineer

GOVERNMENT OF GOA

Public Works Department

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

Division

(Central P.W.D. Code, Paragraph 95)

General Rules and Directions

1. All Works proposed for execution by contractor will be notified in a form of invitation to tender pasted in public places and signed by the Divisional Officer.

This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the percentage at which the Security Deposit shall be deducted from the bills of the successful tenderer. Copies of the specifications, designs and drawings and a schedule of quantities and of rate of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identification by the Divisional Officer shall also be open for inspection by the contractor at the office of the Divisional Officer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at **how much percent, above or below, the estimated rate specified in rule 1, he is willing to undertake the work. Only one rate of percentage more or less at the estimated rates/ scheduled rates, shall be named.** Tenders which propose any alternation in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other condition of any sort will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenderers shall have the name and number of the work, to which they refer, written outside the envelope.

4. A. The rate(s) and / or amount(s) must be quoted in decimal coinage.

5. The Divisional Officer or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identifications sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unacceptable tender shall thereupon be returned to the contractor remitting the same.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by Divisional Officer, or a duly authorized cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Goa Public Works Department and their issue rates, shall be filled in and completed in the office of the Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

9. **In the case of percentage rate tender the contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the schedule. In such cases in the event of arithmetical error committed in working out the amount by the contractor, the tendered percentage and not**

Contractor

Executive Engineer

the amount should be taken into account.

10. When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

11. If it is found that the tender is not submitted in the proper manner, or contains too many corrections or absurd rates, or amount, it will be open for the Government to take suitable disciplinary action against the Contractor.

Percentage Rate Tender for Works

I / We hereby tender for the execution, for the Governor of Goa, of the work specified in the underwritten memorandum within the time specified in such memorandum at an amount of Rs. _____ (Rupees _____) i.e. _____%

below/above the rates entered in the schedule mentioned in rule 1 and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in Clause 11 of the conditions of contract, and with such materials as are provided for, by, and in all respects in accordance with, such conditions so far as applicable. I/We hereby agree to the percentage mentioned above being deducted from/added to the gross amount of the bills for work done.

Memorandum :

Name of the work _____

a)	GENERAL DESCRIPTION :					
b)	ESTIMATED COST	...	...	...	Rs. _____
	i)	ROAD WORK	Rs. _____
	ii)	BUILDING WORK	Rs. _____
	iii)	SANITARY INSTALLATION, WATER SUPPLY AND DRAINAGE	Rs. _____
				TOTAL	Rs. _____	
c)	EARNEST MONEY DEPOSIT-2% on amount put to tender				Rs. _____	
d)	i)	PERFORMANCE GUARANTEE - 5% of the tendered amount.			Rs. _____	
	ii)	SECURITY DEPOSIT- 2 5% of the tendered amount.			Rs. _____	

(iii) The contractor whose tender is accepted will be required to furnish **performance guarantee of 5% (Five Percent) of accepted value within 15 days of letter of acceptance** within specified period. This guarantee shall be in the form of Govt. Securities or fixed deposit receipt of any scheduled bank, guarantee bonds of any scheduled bank or State Bank of India.

(iv) The contractor whose tender is accepted will also be required to furnish by way of **Security Deposit** for the fulfillment of his contract, an amount **equal to 2.5% of the tendered value** of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in cash at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in cash or in the shape of Government Securities, fixed Deposit Receipt of a Schedule bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is forth coming from the Reserve Bank of India.

e) Time allowed for the work starts from the 10th day after the date of written order to commence and is _____ days including monsoon, which is from 1st June to 30th September.

Contractor

Executive Engineer

Should this tender be accepted, in whole or in part, I/We hereby agree (i) to abide by and fulfil all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and/or in default thereof forfeit and pay to the Governor of Goa or his successors in office, the sum of money mentioned in the said conditions. A sum of Rs. _____ is hereby forwarded in Demand Draft(DD) /Pay order of a Scheduled Bank guaranteed by the Reserve Bank of India, payable at _____, Goa as Earnest Money. If I/We fail to furnish the mentioned performance guarantee within 15 days of letter of acceptance I/We agree that the said Governor of Goa or his successors shall without prejudice to any other right or remedy be at a liberty to forfeit the said Earnest Money absolutely. If I/We fail to commence the work specified in the above Memorandum, I/We agree that the said Governor or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money and performance guarantee absolutely, otherwise the said Earnest Money shall be retained by him towards Security Deposit mentioned against clause (d) of the above mentioned Memorandum; (ii) to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto a maximum of twenty five per cent at the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 12 A of the tender form.

Exemption from the payment of earnest Money

I / We have already furnished security to the Governor of Goa in lieu of earnest money and have deposited with the Chief Engineer (Goa), Public Works Department, a lump sum security of Rs. _____ as earnest money in individual cases and I/We therefore claim exemption in terms of the bond executed by me/us and bearing No. _____ dated _____ day of _____ 20_____ against the necessity of depositing earnest- money in respect of the above tender for work.

I / We have already furnished to the Governor of Goa a lump sum security of Rs. 3 lakhs in lieu of the security amount to be deducted from my / our running bills in individual cases and have deposited that amount with the Chief Engineer (Goa), Public Works Department, and I / We therefore claim exemption in terms of the bond executed by me/us and bearing No. _____ dated the _____ day of _____ 20_____ against the necessity of depositing security money in respect of the above tender for work.

I / We agree that should I/We fail to commence the work specified in the above memorandum an amount equal to the amount of the earnest money and performance guarantee mentioned in the form of invitation of tender shall be absolutely forfeited to the Governor of Goa and the same may at the option of the Governor of Goa be recovered out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency of any other moneys due to me/us or otherwise.

Dated :

* Signature of the Contractor

Witness ..

Address ..

Occupation ..

- ACCEPTANCE -

The above tender for the sum of Rs. _____ (Rupees) _____

is hereby accepted by me _____

(designation of the officer) on behalf of the Governor of Goa.

Dated the ___ day of _____ 200__

The letters referred below shall form part of this contract agreement.

a)

b)

For & on behalf of the Governor of Goa

Signature

Designation :

Contractor

Executive Engineer

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CONDITIONS OF CONTRACT

Definitions :

(1) The '**Contract**' means the documents forming the tender and acceptance thereof and the formal agreement executed between the Governor of Goa and the Contractor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions, issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

(2) In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them:

- a) The expression '**Work**' or '**Work's** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or or additional.
- b) The '**Site**' shall mean the land and / or other place on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The '**Contractor**' shall mean the individual or firm or company, whether incorporated or not, undertaking the works 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.
- d) The '**Governor**' means the Governor of Goa and his successors.

- e) The '**Engineer-in-charge**' means the Divisional Officer or the Sub-Divisional Officer, as the case may be, who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Governor.
- f) '**Government**' or '**Government of Goa**' shall mean the Governor of Goa.
- g) The term **Engineer-in-Chief** includes Chief Engineer (Goa), Public Works Department. Words imparting the singular number include the plural number and vice versa.

Performance Guarantee

CLAUSE 1

(i) a) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provision in the contract) within 15 days of letter of acceptance issued to him which can be extended by 7 days on written request of the contractor. This guarantee shall be in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form. In case a fixed deposit receipt of any scheduled Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

i (b) If tenderer fails to submit performance guarantee within the extended period of 22 days, his EMD (Earnest Money Deposit) shall be forfeited in full and further he shall be liable to be debarred for participating in fresh tenders for one year by temporarily suspending his Registration. The Principal Chief Engineer shall issue all such notices / orders on receipt of written proposal from the engineer-in-charge.

i (c) Notwithstanding the suspension order, the lowest tenderer shall continue to complete the other works, already awarded to him, within stipulated period & after expiry of suspension period review of temporary suspension of registration can be considered, provided satisfactory completion of works in hand is done.

i (d) In case of lowest tenderer failing to submit performance Guarantee, the second lowest tenderer shall be awarded the work at the rates quoted by lowest tenderer if agreeable to him, so additional financial implications are not incurred. The Divisional engineer to ensure that EMD of lowest (L1) & second lowest (L2) tenderer is not realised till finalization of tender. The work shall be retendered only in case the second lowest is not agreeable to take up the work at the same rates as of first lowest tenderer.

(ii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

(iii) The Engineer in charge shall not make a claim under the Performance Guarantee except for amounts to which the Governor of Goa is entitled under the contract (not with standing 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 Engineer in charge may claim the full amount of the Performance Guarantee.

b) Failure by the contractor to pay Governor of Goa 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 Engineer in charge.

(iv) 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 Governor of Goa.

Recovery of Security Deposit

CLAUSE 1 A

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 2.5% of the tendered value of the work.

Contractor

Executive Engineer

Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the losses caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer in charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

Note 1 :- Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government papers would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note 2 :- Govt. securities will include all forms of securities mentioned in Rule No. 274 of the G.E Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note 3 :- Note 1 & 2 above shall be applicable for both clause 1 and 1A.

Compensation for delay

CLAUSE 2:- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be of the essence of the contract on the part of the contractor and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender, for every day that the work remains uncommenced' or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete one-eighth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; three eighth of the work, before one-half of such time has elapsed, and three-fourth of the work, before three-fourths of such time has elapsed. However, for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Engineer-in-Charge, the contractor shall comply with the said time-schedule. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. **Provided always that the entire amount of compensation to be paid under the Provisions of this Clause shall not exceed 10 per cent on the cost of the work as shown in the tender.**

Engineer In-charge's right to determine the contract

CLAUSE 3:- The Engineer-in-Charge may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or not elapsed by notice in writing absolutely determine the contract in any of the following cases:

- (i) **If the contractor having been given by Engineer-in-Charge a notice in writing to rectify, re-construct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgement of the Engineer-in-Charge (which shall be final & binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.**
- (ii) **If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.**
- (iii) **If the contractor commits breach of any of the terms and conditions of this contract.**
- (iv) **If the contractor commits any acts mentioned in Clause 21 hereof.**

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Governor of Goa shall have following powers:-

- (a) **To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Government.**
- (b) **To employ labour paid by the Central Public Works Department and to supply materials to carryout the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor, provided always that the action under the sub-clause shall be only taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.**
- (c) **After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under this contract or on any other account whatsoever or from his security deposit or the proceeds of the sales thereof or a sufficient part thereof as the case may be.**

Contractor to remain liable to pay compensation if action not taken under Clause 3.

Powers to take possession of or require removal of or sell

Contractor's Plant:

CLAUSE 4:- In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of or (at the sole discretion of the Engineer-in-Charge which shall be final) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at the current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, otherwise the Engineer-in-Charge by notice in writing may order the contractor, or his clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as to the expense of any such removal and amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension of Time

CLAUSE 5:- If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-Charge within 30 days of the date of hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time if any, as may, in his opinion, be necessary or proper.

Completion Certificate

CLAUSE 6:- Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within* ten/thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work, and if there is no defect in the work shall furnish the contractor with a certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no certificate of completion, provisional or otherwise, shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood works, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as the removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose off the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

*Ten days will apply in the case of works at the Headquarters of the Engineer-in-charge and thirty days will apply in case of works at a station other than the Headquarters of Engineer-in-Charge.

CLAUSE 6 A:- When the annual repairs and maintenance of works is carried out, the splash and droppings from white washing, colour washing, painting, etc. on walls, floors doors windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms quarters or premises etc., where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this Clause the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor, either departmentally or through another agency. Before taking such action, the Engineer-in-Charge shall give two days notice in writing to the contractor.

CLAUSE 6 B:- The contractor shall submit completion plan, longitudinal section indicating exact position of pipelines, sewers, CD works, canals, roads, manholes, valves, valve chambers executed by him and directed by the engineer-in-charge within 3 months from physical date of completion of work. The contractor shall forward two such copies duly signed by the engineer employed by him in terms contact and furnish one copy along with the final bill to be submitted by him.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 10,000/- (Rupees ten thousand only) as may be fixed by the Superintending Engineer concerned and in his respect the decision of the Superintending Engineer shall be final and binding on the contractor.

Payment on intermediate certificate be regarded as advances :

CLAUSE 7:- No payment shall be made for a work estimated to cost rupees five thousand or less till after the whole of the work shall have been completed and certificate of completion given. But in case of a work estimated to cost more than rupees five thousand, the contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-Charge, whose certificate of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound imperfect and unskilled works to be removed and taken away and reconstructed, or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-Charge and payment shall be made within three months if the amount of the contract plus that of the additional items is upto Rs. 2 lakhs and in 6 months if the same exceeds Rs. 2 lakhs of the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or 6 months as the case may be. The contractor shall submit a list of the disputed item within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

Whenever there is likely to be delay in recording detailed measurements for making running payment in the case of residential buildings, advance payments without detailed measurements for works done (other than foundations and finishing items) upto (a) lintel level (including sun shade etc.) and (b) slab level, for each floor, worked out at 75% of the tendered rates may be made in running accounts bills by the Engineer-in-Charge in his discretion on the basis of a certificate from the Assistant Engineer to the effect that the work has been completed upto a level in question.

The advance payment so allowed shall be adjusted in the subsequent running bill by taking detailed measurements thereof. Final payments shall be made only on the running basis of detailed measurements.

Bills to be submitted monthly:

CLAUSE 8:- A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous months, and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admis-

sible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute within seven days of the date fixed as aforesaid, a subordinate to measure up the said work in the presence of the contractor whose countersignature on the measurement list will be sufficient warrant; and the Engineer-in-Charge may prepare a bill from such list.

Contractor to be given a week time

To file objections to the measurements recorded by Department

CLAUSE 8A:- Before taking any measurement of any work as has been referred to in Clause 6, 7, 8, thereof, the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-Charge then in any such event the measurements taken by the Engineer-in-Charge or by the subordinate deputed by him as the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

Bills to be Submitted on Printed forms

CLAUSE 9:- The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-Charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and do not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Payment of Contractors bills to Bank:

CLAUSE 9A:- Payment due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-Charge (i) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Govt., before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the Governor.

Stores supplied by the Government:

CLAUSE 10:- If the specification schedule of items provides for the use of any special description of material to be supplied from Engineer-in-Charge's store or if it is required that the contractor use certain store to be provided by the Engineer-in-Charge as shown in the schedule of materials hereto annexed, (on pg. 39) the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and the value of the full quantity of material and stores so supplied at the rates specified in the said schedule of materials may be set off or deducted from any sums, then due or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit or the proceeds of sale thereof, if the same is held in Govt. securities the same or a sufficient portion thereof being in this case sold for the purpose. Notwithstanding anything to the contrary contains in any other clause of the contract and (or CPWD Code) all stores/materials so supplied to the contractor or procured with the assistance of the Govt., shall remain the absolute property of Govt., and the contractor shall be trustee of the stores/materials, and the said stores/materials shall not be removed/disposed from the site of the work on any account and shall be at all time open to inspection by the Engineer-in-Charge. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge at a place directed by him if by a notice by him he shall so required, but in case it is decided not to take back the store/materials the contractor shall have no claim for the compensation on any account of such store/materials so supplied to him as aforesaid and not used by him or any wastage in or damage to in such stores/materials.

On being required to return the store/materials the contractor shall hand over the store/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed to the contractor however, shall not exceed the amount charged to him, excluding the store charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licence or permit and / or for criminal breach of trust, be liable to Government for all advantages or profits resulting of which in the usual course would have resulted to him by reason of such breach. Provided that

the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof, of all or any such materials and stores. Provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the schedule time for completion of the work plus 50 per cent (schedule time plus 6 months if the time of completion of the work exceeds 12 months) but if a part only of the materials has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work be possible with the materials and stores supplied in the aforesaid period. For completion of the rest of the work the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final.

CLAUSE 10A:- The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge is to 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. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor.

CLAUSE 10B:- The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge shall be entitled to be paid during the progress of the execution of the work 75% of the estimated value of any materials which are in the opinion of the Engineer-in-Charge non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and / or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

CLAUSE 10C:- If during progress of works, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with the clause 10 hereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, statutory rule or order (but not due to any changes in sale tax) and such increase exceeds ten per cent of the price and/or wages prevailing at the time of receipt of the tender for the work, and the contractor thereupon necessarily and properly pays in respect of that the material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of them work such increased wages, then the amount of the contract shall be accordingly varied. Provided always that any increase so payable is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding) attributable to delay in the execution of the contract within the control of the contractor.

Provided however, no reimbursement shall be made if the increase is not more than 10% of the said prices/wage, and if so, the reimbursement shall be made only on the excess or over 10% and provided further that any such increase shall be non payable if such increase has become operative after the contractor extended date of completion of the work in question.

If during the progress of works, the price of any material incorporated in the works (not being a material supplied from Engineer-in-Charge's stores in accordance with clause 10 hereof) and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax) and such decrease exceeds ten per cent of the prices and / or wages prevailing at the time of receipt of the tender for the work. Government shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with clause 10 hereof) and / or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to difference between the prices of materials and/or wages as they prevailed at the time of receipt of tender for the work minus ten per cent thereof and the prices of materials and/or wages labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of accounts and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the Government and further shall, at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document so kept and such other information as the Engineer-in-Charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alternation in the price of the such material and /or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating there to which he may be in position to supply.

CLAUSE 10D:- The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc., as Government's property and such materials shall be disposed off to the best advantage of Govt. according to the instructions in writing issued by the Engineer.

CLAUSE 10E:- The recovery rate of Cement is inclusive of jute or paper bags. The contractor shall be at liberty to dispose off the empty bags (As per Correction Slip).

Work to be executed in accordance with Specifications, Drawings, Orders etc.

CLAUSE 11:- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the specifications and all such designs, drawings and instructions as are not included in the Central Public Works Department Compilation, entitled, Specifications for works 1991-92, Vol I, II and III and specifications 1996, Vol IV, V and VI, as applicable depending upon the type of works, to any other printed publications on general specifications referred to elsewhere in the contract. (Modified as per circular No. 85/1/97-98/SSW-PWD/346 dt. 2nd Sept. 1997).

Contractor

Executive Engineer

Alterations in specifications and designs

CLAUSE 12:- The Engineer-in-Charge shall have power to make any alterations or omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge, and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. **The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work**, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. Over and above this a further period to the extent of 25 per cent of such extension shall be allowed to the contractor. **The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions** in their respective order.

- i) **If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.**
- ii) **If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the class of work as are specified in the contract for the work.**
- iii) **If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot be derived from the class of work in the contract, then such work shall be carried out at the rate entered in:**
 - a) **Goa Schedule of Rates - Buildings, Landscaping & Horticulture-20** (plus ad-hoc increase of) for building (including sanitary, water supply and drainage works) at minus/plus percentage which total tendered amount of the concerned component works bears to the estimated cost of the entire component put to tender.
 - b) **Goa Schedule of Rates - Roads - 20** (plus ad-hoc increase of) for road works at minus/plus percentage which total tendered amount of the concerned component work bears to the estimated cost of the entire component put to tender.
 - c) **Goa Schedule of Rates - PHE-20** (plus ad-hoc increase of) for P.H.E., works at Minus / plus percentage which total tendered amount of the concerned component works bears to the estimated cost of the entire component put to tender.
 - d) **Goa Schedule of Rates (Vol. _____** plus ad-hoc increase of) for works at minus/plus percentage which total tendered amount of the concerned component work bears to the estimated cost of the entire component put to tender.
- iv) **If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Sub-clause (i) to (iii) above, then the rates of such work shall be worked out on the basis of the Schedule of Rates of the concerned sub-work/works specified above minus/plus the percentage which the total tendered amount of the sub-work bears to its 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 or part will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- v) **If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iv) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at a liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates for items falling under this clause.**

- vi) **Except in case of items relating to foundation, provisions contained in sub-clauses (i) to (v) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents** (referred to herein below as 'deviation limit'), subject to the following restrictions :
- a) The **deviation limit** referred to above **is the net effect (algebraical sum) of all additions and deductions ordered.**
 - b) **In no case shall the additions/deductions (arithmetical sum) exceed twice the deviation limit.**
 - c) **The deviations ordered on items of any individual trade included in the contract shall not exceed plus/minus 50% of the value of that trade in the contract as a whole or half the deviation limit, whichever is less.**
 - d) The value of additions of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit.
- vii) For the purpose of operation of Clause 12 (vi) above, **the following works shall be treated as works relating to foundation:-**
- a) **For buildings, plinth level or 1.2 metres (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.**
 - b) **For abutments, piers, retaining walls of culverts and bridges, walls of water reservoir 1.2 m above the bed level.**
 - c) **For retaining walls where floor level is not determined 1.2 metres above the average ground level or bed level.**
 - d) **For roads, all items of excavation and filling including treatment of sub-base and soling work.**
 - e) **For water supply lines, sewer lines, under ground storm water drains and similar work, all items of work below ground level except items of pipe work with proper masonry work.**
 - f) **For open storm water drains, all items of work except lining of drains.**

The rates of any such work except the items relating to foundations which is in excess of the deviation limit shall be determined in accordance with the provisions, contained in clause 12A.

Note – "Individual trade" means the trade sections into which a schedule of quantities annexed to the agreement has been divided or, in the absence of any such division the individual sections of the Goa Public Works Department Schedule of Rates specified above, Such as excavation and earthwork, concrete, woodwork and joinery etc.

CLAUSE 12A:- In the case of contract or substituted items, which individually exceed the quantity stipulated in the contract by more than the deviation limit, except the items relating to foundation work, which the contractor is required to do under Clause 12 above, the contractor shall, within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of clause 12, and the Engineer-in-Charge may revise their rates, of having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this Clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding Clause 12, and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates.

(Note – For definition of works in foundation refer additional conditions No. 24. on page 71)

No Compensation for alteration in or restriction of work to be carried out:

CLAUSE 13:- If at any time after the commencement of the work, the Governor of Goa shall for any reason whatsoever, not require the work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications, drawings designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided, that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, recruitment of the work or any portion thereof and then taken back by the contractor, provided however, that the Engineer-in-Charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from Government stores and returned by the contractor to Government stores credit shall be given to him by the Engineer-in-Charge at rates not exceeding those at which they were originally issued to him, after taking into consideration and deduction for claim on account of any deterioration or damage while in the custody of the contract or and in this respect the decision of Engineer-in-Charge shall be final.

Action and compensation payable in case of bad work

CLAUSE 14:- If it shall appear to the Engineer-in-Charge or his sub-ordinate in charge of the work or to the Chief Technical Examiner, **that any work has been executed with unsound, imperfect, or unskillful 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, **the contractor shall** on demand in writing which shall be made within _____ months of completion of the work from the Engineer-in-Charge specifying the work, materials or articles 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, **remove the materials or articles** so specified **and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one per cent on the estimated amount put to tender** for everyday not exceeding ten days, while his failure to do so shall continue and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and re-execute the work or remove and replace with others, the materials or articles complained of or as the case may be at the risk and expense in all respect of the contractor.

Work to be open for inspection

CLAUSE 15:- 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-in-Charge and his authorized subordinates, **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-in-Charge or his authorized subordinate to visit the works shall have been given to the contractor either himself **be present to receive order and instructions**, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The work during its progress can also be inspected by the Chief Technical Examiner on behalf of the Engineer-in-Charge.

Notice to be given before work is covered up

CLAUSE 16:- The contractor shall give not less than seven days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurements any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer-in-Charge's consent being obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowances shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and for imperfections noticed within the prescribed maintenance period after the completion certificate issued.

CLAUSE 17:- If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within _____ years after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defective or improper materials or workmanship the contractor shall upon a receipt of a notice in writing on that behalf make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense from any sums that may be then, or at any time thereafter may become due to the contractor, or from security deposit, or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall be refunded as follows :

- i) 50% of the security deposit shall be released after completion of one year of defect liability period.
- ii) Further 25% shall be released after completion of two Years of defect liability period.
- iii) Balance 25% shall be released on Pro-rata basis every year till the balance defect liability period is over.

Defect liabilities period for major bridge works shall be five years from the date of taking over the work by the Department. For any defects observed in the work during this period, the contractor shall have to make them good to the satisfaction of the Engineer-in-Charge at his own cost, otherwise Department shall have right to make them good through any other agency and recover the full cost from the contractor and Security Deposit of the contractor may partially or completely adjusted as required.

Contractor to supply all plant, Ladders, scaffolding, etc.

CLAUSE 18:- The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools appliances, implements, ladders, cordage tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to the these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with cartage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the 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-in-Charge at the expense of the contractor and expenses may be deducted, from any money due to the contractor, under the contract and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18A:- In every case in which by virtue of the provisions of Section 12, sub section (i) of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works. Government will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the Government under Section 12, sub-section (ii) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under section 12, Sub-section (i) of the said Act, except on the written request of the contractor and upon his giving to government full security for all costs for which Government might become liable in consequence of contesting such claim.

CLAUSE 18B:- In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is

obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under Clause 19 H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules, framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Goa Public Works Department Contractors, Government will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Government under Section 20 Sub-section (2) and Section 21, Sub-section (4) of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this agreement or otherwise. Government shall not be bound to contest any claim made against it under Section 20, Sub-section (1) and Section 21, Sub-section (4) of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

Labour

CLAUSE 19:- The contractor shall obtain a valid licence under the contract Labour (R & A) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid licence until the completion of the work.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A:- No labourer below the age of eighteen years shall be employed on the work. No female labour shall be employed within the limits of a cantonment.

Fair Wage Clause

CLAUSE 19B:- Payment of wages:

(a) **The contractor shall pay to the labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractors Labour Regulations** or as per the provisions of the Contract Labour (Regulations and Abolition) Act, 1970 and the Contract Labour (regulation and Abolition) Central Rules, 1971, wherever applicable.

(b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to the labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or caused to be complied with the Central Public Works Department Contractors, Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisely made, maintenance of wage book or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.

(d) The Divisional Officer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(e) The contractor shall comply with the provisions of the Workmen's Compensation Act, 1923, Payment of Wages Act, 1936, Employees Liability Act, 1938, Industrial Disputes Act, 1947, Minimum Wages Act, 1948, the Employees Provident Fund & Miscellaneous provision Act, 1952, Maternity Benefits Act 1961 and the contractor's Labour (Regulation and Abolition) Act, 1970 and or the modifications thereof or any other laws relating there to and the rules made there under from time to time.

(f) The contractor shall indemnify Government against payments to be made under and for the observance of the Laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

Contractor

Executive Engineer

(g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Short Note :

SUPREME COURT'S observations dated 18-9-1982 :-

Whatever is the minimum wage for the time being or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workman directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workman as and by way of commission or otherwise.

The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workman.

CLAUSE 19C:- In respect of Labour directly or indirectly employed in the work for the performance on the contractor's part of this agreement, **the contractor shall at his own expenses arrange for the safety provisions as per C.P.W.D. Safety Code** framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 50/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in the behalf from the contractor.

CLAUSE 19D:- The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

- (1) the number of labourer's employed by him on the work.
- (2) Their working hours.
- (3) The wages paid to them.
- (4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) The number of female workers who have been allowed Maternity Benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government a sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor the amount levied as fine.

Health and Sanitary arrangements for workers:

CLAUSE 19E:- In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Goa Public Works Department and its contractors.

CLAUSE 19F:- Leave and pay during leave shall be regulated as follows:-

Maternity benefit rules for female workers employed by contractors:

1. Leave :

- (i) In case of delivery, maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day,
- (ii) In the case of miscarriage –upto 3 weeks from the date of miscarriage.

2. Pay :

- (i) in the case of delivery-leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) In case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

3. Conditions for the Grant of Maternity / Leave :

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than 6 months immediately preceding the date on which she proceeds on leave.

- 4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown below and the same shall be kept at the place of work.

REGISTER OF MATERNITY BENEFITS (Clause 19F of the Conditions of Contract)

Name and address of the contractor(s)

Name and Location of the work

Name of the employee	Father's/Husband's Name	Nature of employment	Period of actual appointment	Date on which notice of confinement given	Date on which maternity leave commenced and ended			
					In case of delivery		In case of miscarriage	
1	2	3	4	5	Commenced	Ended	Commenced	Ended

Contractor

Executive Engineer

Leave pay paid to the employee				Remarks
In case of delivery		In case of miscarriage		
Rate of leave pay	Amount paid	Rate of leave pay	Amount	
11	12	13	14	15

Specimen form of the Register, regarding Maternity Benefit admissible to the contractor's labour in Goa, Public works Department Works.

Name of the Work Name of the Contractor.....

1. Name of the woman and her husband's name.
2. Designation.
3. Date of appointment.
4. Date with months and years in which, she is employed.
5. Date of discharge/dismissed, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the women informs about the expected delivery.
8. Date of delivery/miscarriage/death.
9. Date of production of certificate in respect of delivery/miscarriage.
10. Date with the amount of maternity/death benefit paid in advance of expected delivery.
11. Date with the amount of subsequent payment of maternity benefit.
12. Name of the persons nominated by the woman to receive the payment of the maternity benefit after her death.
13. If women dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the contractor authenticating entries in the register.
15. Remarks column for the use of inspecting Officer.

CLAUSE 19G:- In the event of the contractor (s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971 for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, **he/they shall** without prejudice to any other liability **pay to the Government a sum not exceeding Rs. 50/- for every default, breach** or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 50/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (R & A) Central Rules, 1971

Contractor

Executive Engineer

for the protection of health and sanitary arrangements for work-people employed by the contractor (s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor (s) requiring that the said Rules be complied with and the amenities prescribed there in be provided to the work people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice, to comply with and / observe the said Rules and to provide the amenities to the workpeople as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor (s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H:- The contractor(s) shall at his/their own cost provide his/their labour with sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

1.(a) The minimum height of each hut at the eaves level shall be 2.10 m (7ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80 m X 1.50m. (6'X5') adjacent to the hut for each family.

(c) **The contractor(s) shall construct temporary latrines and urinals** for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) **The contractor(s) shall construct sufficient number of bathing and washing places**, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

2. (a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be at least 15 cm. (6") above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roof shall remain water tight.

(b) The contractor(s) shall provide each hut with proper **ventilation**,

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2 m. (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

3. **Water Supply – The Contractor(s) shall provide adequate supply of water for the use of labourers.** The provisions shall not be less than 2 gallons of pure and whole – some water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.

4. The site selected for the camp shall be high ground, removed from jungle.

5. **Disposal of Excreta – The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines** by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrange-

ments for the removal of the excreta through the municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

6. **Drainage** – The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

7. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

8. **Sanitation** – The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19-I:- The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 19-J:- It shall be the responsibility of the contractors to see that the building under construction, is not occupied by anybody unauthorized during construction and to hand over to the Engineer-in-Charge vacant possession of complete building. If such building though completed, is occupied illegally, then the Engineer-in-Charge will have the option to refuse to accept the said building/buildings in that position and delay in acceptance on this account will be treated as delay in completion and for such delay a levy upto 5% of the estimated cost put to tender may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justifications and quantum.

However, the Superintending Engineer may require the contractor through a notice to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K:- The contractor shall, at all stages of work, deploy skilled / semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of construction Management and Research (NICMAR) / National Academy of Construction, CIDC or any similar reputed and recognized Institute Managed / certified by State / Central Government. the number of such qualified tradesmen shall not be less than 20% of total skilled / semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade. As per monitoring cell letter no. T-1/MEU/PWD/15-16/2116 dated 13.01.2016.

CLAUSE 19L:- The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. This contributions on the part of the employer paid the by contractor shall be re-embursed by the Engineer-in-charge to the contractor all actual basis.

CLAUSE 20:- The Contractor shall comply with all the provisions of the Minimum wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomes insolvent:

CLAUSE 21:- The contracts shall not be assigned or sublet, without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his, creditors or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Governor of Goa shall have power to adopt any of the course specified in Clause 3 as he may deem best, suited in the interest of Government and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensue.

**Sum payable by way of compensation to be considered as reasonable
Compensation without reference to actual**

CLAUSE 22:- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Change in Constitution of the Firm

CLAUSE 23:- Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

Works to be executed under the direction of Engineer-in-Charge

CLAUSE 24:- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time, carried on.

**SETTLEMENT OF DISPUTES BY CIVIL SUITS
(As per Circular No.: 175/1/92/SSW-PWD/591, dt. 6/01/1997).**

CLAUSE 25:- Except where otherwise provided in the contract, **all questions and disputes** relating to the meaning of the specifications, designs, drawings and instructions herein after mentioned and as to the quality of workmanship or material 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, specifications, estimates, instructions orders or other conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, **shall be settled through a Civil Suit to be filed in a Court of competent jurisdiction within the State of Goa, within 30 days from the date of rejection of any of their claims by the Department.**

Patent Rights:

CLAUSE 26:- The contractor shall fully indemnify the Governor of Goa against any action claim or proceeding 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 Government 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** therefrom, provided that the contractor shall not be liable to indemnify the Governor of Goa if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Lump sum in estimates:

CLAUSE 27:- When the estimate on which a tender is made includes lump sums in respect of parts of the work **the contractor shall be entitled to payment** in respect of the items of work involved or the part of the work in question **at the same rates, as are payable under this for such items** or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Action where no specifications are available.

CLAUSE 28:- In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification and in the event of there being no district specification, then in such case **the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.**

Contractor

Executive Engineer

Specification for supplying, stacking and laying of stone

Soling for road works, in Public works Department, Goa.

(As per Circular No. 85/1/97-SSW-PWD/452 dt. 24/10/97).

1. SCOPE :

The primary function of stone soling is to distribute the traffic load over the sub-grade (ground surface) in such a way that there will be no sinking of the road crust in to the sub-grade under the load of traffic.

This work shall consist of laying and compacting of soling stones on prepared sub-grade in accordance with the requirements of these specifications. The material shall be laid in one or more layers, as necessary according to lines, grades, cross sections and camber as shown on the drawings or as directed by the Engineer-in-Charge.

2. MATERIAL :

2.1 Soling stone – It shall be clean hard stone, free from decay and weathering. The size of soling stone shall be as directed by the Engineer-in-Charge and its height shall be equal to the depth of soling course as specified with a tolerance of 25mm.

2.2 Murrum : - It shall be obtained from pits, weathered, disintegrated rocks or sandy soil, with plasticity index value not more than 6. It should preferably contain siliceous material and natural mixture of clay of calcareous origin. The maximum size of murrum shall not be more than 20 mm.

3. STACKING OF MATERIALS AT SITE :

3.1 Stacking of soling stones :

Ground under the stacks shall be cleaned, levelled or dressed to a uniform slope, and all humps, depressions etc. shall be removed.

3.1.1 Soling stone brought to site shall be broken to the specified sizes with hammers and while stacking all kachcha and rejected stones shall be separated out and removed from the site before soling stone shall be measured.

3.1.2 The soling stone shall be stacked in convenient units of 1 to 1.25 meters height, and of uniform width and length as directed by the Engineer-in-Charge.

3.1.3 The stacks shall be stacked compactly. In case any stack shall be found loose and improperly made, the Engineer-in-Charge can direct the re-stacking of some or all the stacks.

3.1.4 The stacks shall be uniformly distributed along the road. The supply of soling stone, shall be completed for the entire work for a complete length of one Km. Or as directed by the Engineer-in-Charge.

3.1.5 **Measurements** : Soling stone shall be measured in cu.m. Actual dimensions of stacks shall be rewarded and the total quantity shall be reduced by 15% to arrive at the net quantity for payment, Lengths, breadths and heights shall be measured correct to a Cm.

3.2 Stacking of murrum :

Ground where stacks are proposed to be made, shall be dressed to a uniform slope and all humps, depressions etc. shall be removed. Murrum shall be got approved from the Engineer-in-Charge, before the material in bulk is brought to site.

3.2.1 Murrum shall be stacked in convenient units of one Cu.m. The stacks shall be made with wooden boxes open at both ends of 2x2x0.25 m. dimensions. These shall always be kept at site for stacking and check measurements.

3.2.2 The stacks shall be uniformly distributed along the road. The supply of murrum shall be completed for the entire work, or for a complete length of one Km. Or as directed by the Engineer-in-charge

3.2.3 **Measurements** : Moorum shall be measured in cu.m from the actual dimensions of the stacks. Length and breadth of boxes shall be measured correct to a cm.

3.2.4 Rate shall include the cost of all materials and labour included in all operations described above.

4. PREPARATION OF SUB GRADE FOR LAYING SOLING STONES :-

4.1 Immediately prior to the laying of stone soling, the sub grade shall be prepared to receive the soling (sub-base course). Any unsuitable material encountered in the sub-grade level shall be removed as directed by the Engineer-in-charge and replace with suitable materials, watered and compacted, and finished to the line, grades cross sections/camber and dimensions shown on the drawings, or as directed by the Engineer-in-charge. The sub-grade shall be prepared by removing all vegetation and other extraneous matter, sprinkled with water if necessary and rolled with 8-10 tones road roller. In rocky formations, the surface irregularities shall be corrected and the levels brought upto the specified camber with granular base materials laid and compacted in accordance with the specifications, or as directed by the Engineer-in-charge.

All soft places (clayey strata) in the sub grade should be excavated and filled in with firmer soil and well compacted before laying soling stone. The roller shall move over the sub-grade till the soil is evenly and densely consolidated.

4.2 Soling stone on the edges of road is normally laid in a trench of width 15 cms on either sides of the proposed soling width. The width of soling shall be 30 cms (ie. 15 cms' on either sides) more than that of the wearing course, its minimum depth shall be 15 cms in cutting and 22.5 cms in filling and in made up soils, unless otherwise specified.

For getting consolidated soling thickness of 15, 20, 22.5 and 30 cms., actual loose thickness of 17.5, 22.5 and 26 and 35 cms layers, respectively shall be laid, with suitable templates.

4.3 Laying and packing :

The stones in soling shall be hand packed with greatest length across the road. These shall be laid closely in position on the prepared sub-grade, with its broadest side downwards and to make up the specified thickness of the base with single stones to correct camber and grade. Projections in stones which would result in excessive voids shall be knocked off with a hammer and/or selected tones used to fit the slope of the stones already laid. The joints shall be staggered. All interstices between stones shall be wedged in with smaller stones of suitable size, well driven in to enable right packing and complete filling to interstices. Such filling shall be carried out simultaneously with the placing in position of soling stone and shall not lag behind. All projecting corners above the surface level of the soling shall be napped off with hammers to bring them in-to home. The surface shall be checked with templates of approved design (to be provided by the contractor), and high low spots corrected by removing soling stone and repacking.

4.4 Consolidation :

The soling shall then be consolidated with power roller of min. 8 tones weight, starting at edges and working towards the center. In case of super-elevated curves, the rolling shall commence from the inside edge of the center and progress towards the outer edge. The roller shall run over the same surface of rolling for atleast eight times till the soling course is well consolidate. Not more than 200 m of the road shall be under rolling operation in any one Km, at one and the same time unless otherwise directed by the Engineer-in-charge.

4.4.1 A layer of binding material i.e. moorum or sandy soil of P.I. value not more than 6, of thickness not less than 2.5 cms, or 15% of the volume of soling whichever is higher shall be spread over the consolidated stone soling, watered and rolled before the wearing course is laid.

4.5 Measurements

The measurements shall be made for the finished work in cubic metres.

4.6 Rate :

It includes the cost of labour and materials required in all the operations described above, except soling stone and moorum. If specified for which separate payments shall be made.

(As per Circular No. 85/1/97-SSW-PWD/452 Dt. 24/10/97)

CLAUSE 29:- (1) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, Engineer-in-charge or the Government shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the Engineer-in-charge or the Government shall be entitled to withhold the Security deposit, if any, furnished as the case may be and also have lien over the same, pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-charge or the Government shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Engineer-in-charge or the Government or any contracting person through the Engineer-in-charge pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-charge or the Government will be kept withheld or detained as such by the Engineer-in-charge or the Government till the claim arising out of or under the contract is determined by the competent Court and that the Contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor, for the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

(2) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination, any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Government to recover the same from him in the manner prescribed in Sub-Clause (1) of this clause or in any other manner legally permissible, and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under/payment shall be duly paid by the Government to the contractor.

Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upto between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

CLAUSE 29 A :- Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-charge or the Government or any other contracting person or persons through the Engineer-in-charge against any claims of the Engineer-in-charge or the Government or such other persons in respect of payment of a sum of money arising out of or under other contract made by the contractor with the Engineer-in-charge or the Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-charge or the Government shall be kept withheld or retained as such by the Engineer-in-charge of the Government or till his claim arising out of in the same contract or any other contract, is either mutually settled or determined by the competent Court and that they shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

Prohibition against the employment of coal mining or controlled area labour

CLAUSE 30:- The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km. (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e. depot imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs. 10 per day per labourer. The certificate of the Engineer-in-charge about number of coal mining or controlled area labour and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception of Section 74 of Indian Contract Act, 1972.

Explanation : "Controlled Area" means of the following areas :

Bihar

Districts of Manbhum, Hazaribhag, Jumtra Sub-Division of Santal Parganas.

West Bengal

District of Bankura, Birbhum, Burdwan.

Madhya Pradesh

District of Bilaspur.

Condition relating to the supply of unfiltered water :

CLAUSE 31:- The contractor(s) shall make his/their own arrangements for unfiltered water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions. :-

- (i) That the water used by the contractor(s) shall be fit for construction purposes, to the satisfaction of the Engineer-in-charge.
- (ii) Unfiltered water required for the execution of work may be supplied to the contractor at the discretion of the Divisional Officer on the following conditions :
 1. Payment by the contractors of 1% of the total cost of the entire work done under the contract.
 - 2.* Contractor will be allowed to take water required for construction from the existing water supply within the plot. He will have to make his own arrangement for storing water for construction purpose. The contractor will have also to make necessary arrangement for pumping, carriage of water to his actual site of work. For use of water recovery at the rate of 1% of the gross value of work done will be made from each running account bill. The contractor will have absolutely no claim for irregular supply of water. The contractor will have to make his own arrangement of laying additional pipe line or making available pump as site of work. Whenever the supply from the Government source is inadequate the contract will have to supplement the supply of water from his own source to maintain the progress of the work and for this nothing extra will be paid for.
 - 3.* The Sewerage charges payable to the local authorities alongwith water charges will be borne by the contractor.

(* As per Correction Slip)

CLAUSE 32 A :- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pumps constructed by the Government no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-charge shall be the final authority to determine the cost recoverable from the contractor on this account.

- (ii) **The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-charge**

in writing. No Charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accident or damage to the adjacent buildings, road and service lines, He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

- (iii) The Sewerage charges payable to the local authorities along with water charges will be borne by the contractor (As per Correction Slip).

Return of Surplus material

CLAUSE 33:- Notwithstanding anything contained to the contrary in any or all of the clause of this contract, **where any materials for the execution of the contract are procured** with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licences issued by Government, **the contractor shall hold the said materials economically and solely for the purpose of the contract and should not dispose off them without the permission of the Government and return, if required by the Engineer-in-charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination** for any reason whatsoever on being paid or credited such prices as the Engineer-in-Charge shall determine having due regard to the condition of materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of Engineer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

Hire of plant and Machinery

CLAUSE 34:- (a). The following plant and machinery required for the work will be issued to the contractor on hire if available on conditions given below :-

Sr. No.	Description	Hire charges per day
(i)	Road Roller for days,	Rs.
(ii)	Hot Mix Plant for days,	Rs.
(iii)	Paver Finisher for days.	Rs.

Note : Contractor shall arrange for the Hot Mix Plant, Paver Finisher, Road Roller and other required machineries and equipments at worksite at his cost.

(b) Plant and machinery when supplied shall be handed over and taken back at the departmental equipment shed at and the contractor shall bear the cost of their carriage from the shed to the site of the work and back. **The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damages caused to the said plant and machinery at the site of work** or elsewhere in operation and otherwise during transit including damage to or loss of plants and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(c) **The plant and machinery as stipulated above will be issued as and when available and if required by the contractor.** Rollers when required should be obtained from the Department. The contractor shall arrange his programme of work according to the availability of the plant and machinery and **no claim; whatsoever, will be entertained from him for any delay in supply by the Department.**

(d) **The hire charges shall be recovered** at the prescribed rates **from and inclusive of the date the plant and machinery is handed over upto and inclusive of the date of its return in good order even though the same may not have been working for any cause except for Sundays and Govt. Holidays or major breakdown due to no fault of the contractor or faulty use** requiring more than 3 working days continuously (i.e. excluding intervening

holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid the Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown occurs before lunch the period of major breakdown will be computed considering half a days breakdown on the day of complaint. If the breakdown occurs in the post lunch period the period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Superintending Engineer shall be final.

(e) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof. In case of steam road roller, the period of 8 hours will be inclusive of time required to make up the boiler pressure before start of work and to lower the boiler pressure at the close of work.

(f) **Hire charges will include driver, firemen and cleaner as required and also lubricating oil stores for cleaning purpose and steam coal (not exceeding 1.25 quintals) to light up the roller. All other charges such as cost of steam, Coal, Power, Fuel, Firewood Matches, Diesel Oil, Petrol, Kerosene oil, etc for running the machinery and water for working and washing of steam roller and pay of Chowkidar for guarding the T. and P. at night shall however be borne by the contractor/indentor.**

(g) **Ordinarilly, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break or on Sunday's and Govt. Holidays. In case of any urgent work, however, the Engineer-in-Charge may at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day or on Sundays and Govt. Holidays. In that case the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to minimum of half day's normal charges on any particular day. For working out hire charges for overtime, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.**

(h) The contractor shall release the plant and machinery every 10th day for periodical servicing and / or wash out which may take about three to four hours or more. He shall also provide the labour and water that may be required for wash out of steam rollers. Hire charges for full day shall be recovered from the contractor for the day of servicing/wash out irrespective of the period employed in servicing/wash out.

(i) **The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangements of labour and materials etc. on his part. The same will be returned only when they require major repairs or when in the opinion of the Engineer-in-Charge the work or a portion of work for which the same was issued is completed.**

(j) **Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be attested by the contractor or his authorised agent daily. In case the contractor contests the correction of the entries and / or fails to sign the Log Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Similar Log Book shall be maintained for the roller arranged by the contractor directly if the work involves use of rollers. (Annexure - Pg. 67)**

(k) In the case of concrete mixers, the contractor shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.

In case of rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers. Maximum quantity of any items to be consolidated for each roller day shall be also same as in Annexure to Clause 34 (j) for less use of Rollers recovery for the less rollers days shall be made at the stipulated issue rate.

(l) **The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damages caused to the said plant and machinery at the site of work or else where when the operation or otherwise or during transit including damage to loss of parts, and for all losses due to his failure and return the same soon after the completion of work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.**

SUPPLY OF CONCRETE MIXER ON HIRE : Mechanical concrete mixers for mixing the mortar and concrete, will be supplied by the Government, if any available and if so required by the contractor at _____ and contractors shall bear the cost of its cartage from the store to the site of work and back.

Contractor

Executive Engineer

(2) The mixer shall be handed over and taken back at the mixer shed and hire charges shall be recovered at Rs. _____ per day from the date the mixer is handed over to the date of its return irrespective of it being put into use or not except for the major breakdown during which period, charges shall not be recovered. The breakdown for a period of full day or more shall be considered as major break down. The certificate of the Engineer-in-Charge for the period of breakdown is required.

Conditions relating to use of asphaltic materials.

CLAUSE 35:- (i). The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitmen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulae, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. **If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material returned to the contractors.** Although the materials are hypothecated to Government, the contractor undertakes the responsibilities for their proper watch, safe custody and protection against all risks. The material shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

(iii) **The contractor shall be responsible for rectifying defects noticed within ____ years from the date of completion of the work and the security deposit relating to asphaltic work shall be refunded after the expiry of this period and the maintenance shall be performed as per the direction of Engineer-in-Charge immediately as and when directed at his own cost.**

CLAUSE 36:- The contractor shall employ the following technical staff during the execution of the work. :-

- 1) One Project Engineer, Graduate in Civil Engineering with 10 (Ten) years of experience in Road Works.
- 2) One Quality Control Engineer, Graduate in Civil Engineering with 5 (Five) Years of experience.

OR

Diploma Engineer (Civil) with 10 (Ten) years of Experience.

I. For Building and Road works :-

The contractor shall employ the following technical staff during the execution of this work :

- (i) **One Graduate Engineer when tendered cost of work to be executed is more than Rs. 10 lakhs (Rupees Ten Lakhs only).**
- (ii) **One qualified Diploma Holder (Overseer) and having experience of not less than three years when the tendered cost of work to be executed is more than Rs. 5 lakhs (Rupees Five Lakhs only) but less than Rs. 10 lakhs (Rupees Ten Lakhs only).**
- (iii) **One qualified Diploma Holder (Overseer) when the tendered cost of work to be executed is more than Rs. 2 lakhs (Rupees two Lakhs only) but less than 5 lakhs (Rupees five Lakhs only).**

The technical staff should be available at site, whenever required by Engineer-in-Charge to take instructions.

In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 3,000/- (Rupees Three Thousand only) for each month of default in the case of Graduate Engineer and Rs. 1,500/- (Rupees One Thousand Five Hundred only) for each month of default in the case of qualified Diploma Holder (Overseer).

The decision of the Engineer-in-Charge as the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

Contractor

Executive Engineer

II. For Sanitary and Water Supply Works :-

The Contractor shall employ the following technical staff during the execution of this work:-

- (i) **One Qualified Diploma Holder (Overseer)** with an experience of not less than 5 years, out of which at least one year should be in Sanitary Engineering or Water Supply Works, when the tendered cost of work to be executed is more than Rs. 50,000/- (Rupees Fifty Thousand only). The technical staff should be available at site, whenever required by Engineer-in-Charge to take instructions.

In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding Rs. 1,500/- (Rupees One Thousand Five Hundred only) for each month of default.

The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

III. For Electrical Works :-

The contractor shall employ the following technical staff during the execution of this work:-

- (i) **One qualified Graduate Engineer** possessing a degree from a recognized University in **Electrical Engineering** and having experience of not less than 3 years or a Diploma Holder in Electrical Engineer with not less than 7 years experience, when the tendered cost of the work to be executed is more than Rs. 1.5 lakhs (Rupees One Lakh Fifty Thousand only).
- (ii) **One qualified Diploma Holder (Overseer) in Electrical Engineering** and having experience of not less than 3 years or Graduate Engineer in Electrical Engineering with 2 years experience, when the tendered cost of the work to be executed is more than Rs. 75,000/- (Rupees Seventy five Thousand only) but less than Rs. 1.5 lakhs (Rupees One Lakh Fifty Thousand only).
- (iii) **One qualified Diploma Holder (Overseer) in Electrical Engineering** and having an experience of not less than 3 years when the tendered cost of the work to be executed is more than Rs. 37,000/- (Rupees Thirty-seven Thousand only) but less than Rs. 75,000/- (Rupees Seventy – Five Thousand only).
- (iv) **One licensed Supervisor having experience** of not less than 3 years, when the tendered cost of the work to be executed is more than Rs. 7,500/- (Rupees Seven Thousand Five Hundred only) but less than Rs. 37,000/- (Rupees Thirty seven Thousand only). The technical staff should be available at site whenever required by the Engineer-in-Charge to take instructions.

In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the amount shown below against each for each month of default.

- | | | |
|-----|--|--|
| (a) | In case where Graduate Engineer (Elect.) is required to be employed. | Rs. 3,000/- (Rupees three Thouand only). |
| (b) | In case where qualified Diploma Holder (Overseer) in Electrical Engineer is required to be employed. | Rs. 1,500 (Rupees One Thousand Five Hundred only). |
| (c) | In case where a licensed Supervisor is required to be employed. | Rs. 750/- (Rupees Seven Hundred Fifty only) |

The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

IV. For Bridge Work :-

The Contractor shall employ one graduate Engineer with minimum five years of experience in similar type of works.

Contractor

Executive Engineer

In addition the Contractor shall also employ such technical personnel experienced in different types of works under execution, as may be directed by the Engineer to ensure efficient execution of the work.

In case the Contractor fails to employ the technical staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 3,000/- (Rupees Three Thousand only) for each month of default.

The decision of the Engineer-in-Charge as the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor as to the amount and the Contractor's liability to pay the said amount.

Every contractor shall furnish following details of Technical Staff employed by him/his firm, at the time of quoting the tender for the work.

- i) **Name of the Engineer :** _____
- ii) **Year of passing Diploma/Graduation :** _____
- iii) **Since when employed with you/your firm :** _____

I have read carefully the contents of clause No. 36 of form No. 7 & 8, enclosed with tender documents and clearly understood the provisions therein. I hereby give undertaking that I will abide by the provisions made in the clause No. 36 of form No. 7 & 8.

CONTRACTOR

Dated : _____ Name of Contractor/Firm _____

Address _____

CLAUSE 37:- The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.

CLAUSE 38:- (i) GST as applicable will be paid to the contractor as per actual work done. Any other tax in respect of this contract shall be payable by contractor and Government shall not entertain any claim whatsoever in this respect.

(ii) If pursuant to or under any law such notification or order any royalty, cess, fee or the like becomes payable by the Government of Goa and does not at any time become payable by the contractor to the State Govt./ Local authorities in respect of any material used by the contractor on the works then in such a case, it shall be lawful to the Govt. of Goa and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

CLAUSE 39:- Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional officer on behalf of the Governor shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40:- The contractor shall not be permitted to tender for works in the Goa P.W.D. Circle (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity or are subsequently employed by him and who are near relative to any gazetted officer in the Goa P.W.D. or in the concerned Ministry of Works and Housing. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractor of this Department.

Note :- By the terms "near relative" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in laws.

CLAUSE 41:- No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of Goa is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous

Contractor

Executive Engineer

permission of Government of Goa. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of the Government of Goa as aforesaid, before submission of the tender or engagement in the contractor's service as the case may be.

CLAUSE 42:- (i) The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at a place where directed by him, if by a notice in writing under his hand, he shall so require. Credit for such materials will be given at the prevailing market rate not exceeding the amount charged from him, excluding the element of storage charges levied at the time of issue of materials to him. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores where from they were issued.

(ii) After completion of the work, the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quantity of cement used is less than the quantity of cement to be used in different items of work provided in **GSR 1980**. In case any item is executed for which the standard constants for the consumption of cement are not available in the above mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula or be laid down by the Superintending Engineer of the circle concerned. Over this, theoretical quantity of cement shall be allowed a variation up to 3% plus/minus for works, estimated cost of which as put to tender is not more than Rs. 5 lakhs. The difference in the quantity of cement actually issued to the contractor and the theoretical quantity including authorized variation, if not returned by the contractor, shall be recovered at twice the issue rate, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated above), the cost of quantity of cement not so used, shall be recovered from the contractor on the basis of stipulated issue rates and cartage to site.

(As per Correction Slip)

(iii) The provision of the foregoing sub-clause shall apply mutatis-mutandis in the case of steel reinforcement of structural steel section (each diameter/section or category shall be considered separately) except that the theoretical quantity of steel shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, plus 3% wastage due to cutting into pieces. Over this theoretical quantity, 2% plus/minus shall be allowed as variation due to wastage being more or less.

(iv) After the completion of the work the actual quantity of cables (other than underground cables) wires, conduits/G.I. pipes, G.I./M.S. sheets used in the various items of work shall be calculated on the basis of the measurements recorded in the Measurement Books for purposes of payment and for assessing the consumption of materials used in works. Over this quantity a variation of 5% plus shall be allowed for wastage of materials during execution in case of cables (other than underground cables) Wires conduit pipes/G.I. pipes and 10% plus in case of G.I./M.S. sheets. The difference in quantity of material actually issued to the contractor and the quantity recorded in the Measurement Book including authorized variation as stated above, if not returned by the contractor shall be recovered at twice the issue rate plus cartage to site without prejudice to the provisions of the relevant conditions regarding return of materials governing the contract.

(v) **After the completion of the work, theoretical quantity of bitumen to be used on works shall be calculated on the basis of Goa P.W.D's statement showing quantities of bitumen to be used in different items of work provided in Goa schedule of rates or in respect of agreements which do not provide for or authorize application of Goa schedule of rates, the theoretical quantity of bitumen to be used in works shall be calculated on the basis of standard formula as laid down by Superintending Engineer of the concerned circle. Over the said theoretical quantity of bitumen, a variation upto plus (excess) 2½% shall be allowed.**

The agreements which provide for free supply of bitumen, the value or the price of the difference in the quantity of bitumen actually issued to the contractor and theoretical quantity including the above mentioned authorized variation, if not returned by the contractor shall be recovered at twice the issue rate including storage charges without prejudice to the relevant conditions in the agreements reading return of materials. In the event of it being discovered that the quantity of bitumen used by the contractor is less than the quantity calculated in the manner aforesaid, there shall be no recovery for less use of bitumen.

The agreements which provide for supply of bitumen at fixed rate, the value or price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned authorized variation, if not returned by the contractor shall be recovered at twice the issue rate of bitumen including storage charges without prejudice to the relevant conditions in the agreements regarding return of materials governing the contract. In the event of it being discovered that the quantity of bitumen used by the contractor is less than the quantity calculated in the manner aforesaid (no variation on the lower side shall be allowed), the cost of the quantity of bitumen not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges plus cartage thereof upto site. **In the event, if Bitumen used is less than 2½% the quantity as per specifications, then the work shall either be rejected by the Superintending Engineer or it shall be accepted at reduced rates.**

(vi) **The provisions made above are without prejudice to the right of the Government to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specification.**

**Clause pertaining to damage to works in consequence of hostilities
Or war like operations**

CLAUSE 43:- The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect is obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war like operations, the contractor shall when ordered (in writing) by the Engineer-in-Charge remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provisions of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for construction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work, originally executed before being damaged or destroyed and not paid for. **In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs. 5000/- and by the Superintending Engineer concerned for a higher amount.** The contractor shall be paid for the damage/ destruction suffered and for restoring the material at the rates based on analysis of rates tendered for in accordance with the provisions of the agreement. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequences of hostilities or war like operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge, (b) for any materials etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary buildings and other things not intended for the work. **In the event of contractor having to carry out reconstruction** as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

CLAUSE 44:- The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

CLAUSE 45:- The Security deposit should not be refunded till clearance certificate from labour officer is obtained by the contractor.

CLAUSE 46:- The Contractor shall deposit royalty and obtain necessary permit for supply to the red bajri, stone Kankar etc from local authority.

ANNEXURE TO CLAUSE 10:- (Pg. 11)

Schedule showing approximate quantity of materials to be supplied by the Central Public Works Department under Clause 10 of the Conditions of contract for work contracted to be executed and the rates at which they are charged for.

Particulars	Quantity	Rates at which the material will be charged to the contractor		Place of delivery
		Unit	Rs.	
→ RCC Hume Pipes				
Type	Dia.			
		RM.		→
		RM.		
R.C. C. Collars				
Dia		each		
Dia		each		

→ **R.C.C. Hume pipes will be supplied by the Department free of cost at departmental stock yard. The contractor shall have to make his own arrangement to carry the same to the actual place of laying at site.**

Note : The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission of the tender.

MODIFIED CLAUSE 10 : NON STIPULATION OF ASPHALT

The Contractor has to make his own arrangement to procure asphalt required for the work. Asphalt shall be procured by the Contractor only from one of the Oil Corporations namely M/s. Indian Oil Corporation, M/s. Bharat Petroleum Corporation and M/s., Hindustan Oil Corporation and the contractor shall be responsible to produce all relevant documents such as Invoice (which preferably should have the name of the work mentioned on it) as having purchased Asphalt from one of the above reputed companies only, before preparation of each running bill.

Necessary Test Certificate of the product, if required shall also be made available to the Department for records.

FOR AND ON BEHALF OF THE GOVERNOR OF GOA.

Signature of the Contractor

Signature of Divisional Officer

Contractor

Executive Engineer

C.P.W.D. SAFETY CODE

Safety Code :

1. **Suitable scaffolds should be provided for workmen in all works** that cannot safely be done from the ground, or from solid construction except for such short period as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1(1/4 horizontal and 1 vertical).
2. **Scaffolding or staging more than 3.6 m (12 feet) above the ground or floor**, swung or suspended from an overhead support or erected with stationery support **shall have guard rail** properly attached bolted, braced and otherwise secured at least 90 cm. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends, thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. **Working platform, gang ways and stairways** should be so constructed that they **should not sag unduly or unequally**, and if the height of the platform or the gangway or the stairway is more than 3.6 m. (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
4. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3 feet).
5. **Safe means of access shall be provided to all working platforms** and working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 28 cm (11.1/2") for ladder upto including 3m. (10 feet) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) in length. Uniform step spacing shall not exceed 30 cm. (12 inch). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may, with the consent of the contractor be paid to compromise any claim by any such person.
6. **Excavation and Trenching – All trenches, 1.2 m (four feet) or more in depth, shall at all time be supplied with at least one ladder for each 30 m (100 feet) in length or fraction thereof.** Ladder shall be extended from bottom of the trench to at least 90 cm. (3 feet) above the surface of the ground. The side of the trenches which are 1.5 m (5 feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides to collapse. The excavated materials shall not be placed within 1.5 m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. **Demolition – Before any demolition work is commenced** and also during the process of the work :
 - a. **All roads and open areas adjacent to the work site shall either be closed or suitably protected.**
 - b. **No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.**
 - c. **All practical steps shall be taken to prevent danger** to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

- 8. All necessary personal safety equipment** as considered adequate by the Engineer-in-Charge **should be kept available for the use** of the person employed on the site and maintain in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned :-
- (a) **Workers employed on mixing asphaltic materials, cement and lime mortars be provided with protective footwear and protective goggles.**
 - (b) **Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.**
 - (c) **Those engaged in welding works shall be provided with welder's protective eyesight lids.**
 - (d) **Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficient safe intervals.**
 - (e) **When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the following safety measures are adhered to-**
 - (i) Entry for workers into the line shall not be allowed except under supervision of the J.E. or any other higher officer.
 - (ii) At least five to six manholes upstream and downstream should be kept open for atleast 2 to 3 hours before any man is allowed to enter into the manholes for working inside.
 - (iii) Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper which change colour in the presence of such gases and gives indication of their presence.
 - (iv) Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case no, oxygen is found inside the sewer line, workers should be sent only with oxygen kit.
 - (v) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (vi) The area should be harricaded or cordoned by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - (vii) **No smoking or open flames be allowed near the blocked manhole being cleaned.**
 - (viii) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - (ix) Workers should not be allowed to work inside the manholes continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which a worker may be allowed to work continuously inside the manhole.
 - (x) **Gas masks with oxygen cylinder should be kept at site for use in emergency.**
 - (xi) Air blowers should be used for flew of fresh air through the manholes. Whenever called for, portable air blower are recommended for ventilating the manholes. The motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the lower side protected from wind so that they will not be source of friction on any inflammable gas that might be present.
 - (xii) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manholes.
 - (xiii) The workers shall be provided with gumboots or non sparking shoes, bump helmets and gloves, non-sparking tools, safety lights and gas masks and portable air blowers (when necessary) They must be supplied with barrier crane for anointing the limbs before working inside sewer lines.

- (xiv) **Workmen descending a manhole shall try each ladder step or rung care fully** before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole wall.
 - (xv) If a man has received a physical injury he should be brought out by the sewer immediately and adequate medical aid should be provided to him.
 - (xvi) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps in this regard to be taken in an individual case will be final.
 - (f) **The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:**
 - (i) **No paint containing lead or lead products shall be used except in the form of paste or readymade paint.**
 - (ii) **Suitable face masks should be supplied** for use by the workers when paint applied in the form of spray on a surface having lead paint dry rubbed and scrapped.
 - (iii) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
 - (iv) **A**
 - 1) White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - 2) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - 3) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing and scrapping.
 - B**
 - (1) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (2) Overall shall be worn by working painters during the whole of working period.
 - (3) Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.
 - C**
 - (1) **Cases of lead poisoning** and suspected lead poisoning **shall be notified and** shall be subsequently **verified by medical men** appointed by competent authority of the Department.
 - (2) The department may require, when necessary medical examination of workers.
 - D** Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 9. When the work is done near any place where there is risk of drowning all necessary equipments should be provided and kept ready for use** and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during in course of the work.
- 10. Use of hoisting machines** and tackle including their attachments, anchorage and supports **shall conform to the following standards** or conditions :
- (1) (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order.
 - (b) Every rope used in hosting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - 2) Every crane driver or hosting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operators.

- 3) **In case of every hoisting machine** and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, **the safe working load shall be ascertained by adequate means.** Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 4) **In case of departmental machines, the safe working load shall be notified by the Electrical-Engineer – in – Charge.** As regards contractor's machines, the contractors shall notify the safe working load of the machine to the Engineer –in– charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
11. **Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.** Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are the good conductors of electricity.
12. **All scaffolds, ladders and other safety devices** mentioned or described herein **shall be maintained in safe conditions** and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
14. **To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer – in – Charge of the department or their representatives.**
15. Notwithstanding the above clauses from 1 to 14 there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the State of Goa.

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MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY C.P.W.D. OR ITS CONTRACTORS

1. APPLICATION :

These rules shall apply to all building, road and other construction works in charge of Goa Public Works Department in which twenty or more workers are ordinarily employed or are proposed to be employed on any day during the period during which the contract work is in progress.

2. DEFINATION :

Work place means a place where twenty or more workers are ordinarily employed or are proposed to be employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST AID FACILITIES :

1. **At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes** at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
2. The first aid box shall be distinctly marked with a red cross on white good and shall contain the following equipment, namely :
 - a) For work places in which the number of contract labour employed does not exceed 50 Each first – aid box shall contain the following equipments :
 - i) 6 small sterilized dressings.
 - ii) 3 medium size sterillised dressings.
 - iii) 3 large size sterilized dressings.
 - iv) 3 large sterilized burn dressings.
 - v) 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
 - vi) 1 (30 ml.) bottle containing salvolatile having the dose not mode of administration indicated on the lable.
 - vii) 1 snake – bite lancet.
 - viii) 1 (30 gms.) bottle of potassium permagnate crystals.
 - ix) 1 pair of scissors
 - x) 1 copy or the first – aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 - xi) 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
 - xii) Ointment for burns.
 - xiii) A bottle of suitable surgical antiseptic solution.
 - b) For work places in which the number of contract labour exceed 50 Each first – aid box shall contain the following equipments:
 - i) 12 small sterlised dressing.
 - ii) 6 medium size sterilized dressings
 - iii) 6 large size sterilized dressings.
 - iv) 6 large size sterilized burn dressings
 - v) 6 (15 gms) packets of sterilized cotton wool.
 - vi) 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
 - vii) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the lable.
 - viii) 1 roll of adhesive plaster.
 - ix) 1 snake bite lancet.

- x) 1 (30 gms.) bottle of potassium permanganate crystals.
 - xi) 1 pair of scissors.
 - xii) 1 copy of the first – aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 - xiii) A bottle containing 100 tablets (each of 5 grams) of aspirin.
 - xiv) Ointment for burns.
 - xv) A bottle of suitable surgical antiseptic solution.
- 3) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
 - 4) Nothing except the prescribed contents shall be kept in the First – Aid box.
 - 5) The First – Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
 - 6) **A person in charge of the First – Aid box shall be person trained in First – Aid treatment** in work places where the number of contract labour employed is 150 or more.
 - 7) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance of the works, **First – Aid posts shall be established and run by trained compounder.** The Compounder shall be on duty and shall be available at all hours when the workers are at work.
 - 8) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to convey injured person or persons suddenly fallen ill, to the nearest hospital.

4. DRINKING WATER.

- a) **In every work place, there shall be provided** and maintained at suitable places, easily accessible to labour, a sufficient **supply of cold water fit for drinking.**
- b) **Where drinking water is** obtained from **an intermittent public water supply**, each work place shall be provided with storage where such **drinking water shall be stored.**
- c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trapdoor which shall be dust and water-proof.
- d) A reliable pump shall be fitted to each covered well, the trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES:

- i) **In every work place** adequate and suitable **facilities for washing shall be provided** and maintained for the use of contract labour employed therein.
- ii) Separate and adequate screening facilities shall be provided for the use of male and female workers.
- iii) Such Facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS :

- i) **Latrines shall be provided in every work place on the following scale, namely :**
 - a) **Where females are employed** there shall be least **one latrine for every 25 females.**
 - b) **Where males are employed**, there shall be least **one latrine for every 25 males.**

Provided that where the number of males or females, exceeds 100, it shall be sufficient if there is one latrine for 25 males or females, as the case may be upto the first 100 and one for every 50 thereafter.

- ii) **Every latrine shall be under cover and so partitioned off as to secure privacy**, and shall have a proper door and fastenings.
- iii) **Construction of latrines** : The inside walls shall be constructed of masonry or some suitable heat-resisting, non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-hole system.
- iv) (a) Where workers of both sexes are employed there shall be displayed outside each block or latrine and urinal a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.
- (b) The notice shall also bear the figures of a man or a woman as the case may be.
- (v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time. Provided that where the number of male or female workman, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto first 500 and one for every 100 or part thereof, thereafter.
- vi) a) **The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary conditions at all times.**
- b) **Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirement of the Public Health Authorities.**
- vii) **Water shall be provided** by means of a tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) **Disposal of excreta** : Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately, excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15cm. layer of waste or refuse and then covering it with layer of earth for a fortnight (when it will turn into manure.)
- ix) **The contractor shall, at his own expense, carry out all instructions issued to him by the Engineer - in - Charge** to effect proper disposal of soil and other conservancy work in respect of the contractor's workman or employees on the site. **The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such work on his behalf.**

7. PROVISION OF SHELTER DURING REST :

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq. m. per head.

Provided that the Engineer-in-Charge may permit, subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES :

- (a) At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the others as their bed room. The rooms shall be constructed on a standard not lower than the following :
 - i)thatched roof
 - ii)mud floors and walls
 - iii) planks spread over the mud floor and covered with matting

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- b) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweeper to keep the places clean.
- c) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- d) The contractor shall provide one Dai to look after the children in the creche when the number of women workers does not exceed 50 and two Dais when the number of women workers exceed 50.
- e) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the Children.

9. CANTEENS :

1. **In every work place** where the work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, **an adequate canteen shall be provided by the contractor for the use of such contract labour.**
2. The canteen shall be maintained by the contractor in an efficient manner.
3. The canteen shall consist of at least a dining hall kitchen, storerooms, pantry and washing places separately for workers and utensils.
4. The canteen shall be sufficiently lighted at all times when any person has access to it.
5. The floor shall be made of smooth and impervious material and inside walls shall be limewashed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be lime washed every four months.
6. **The precincts of the canteen shall be maintained in a clean and sanitary condition.**
7. **Waste water shall be carried away in suitable covered drains** and should not be allowed to accumulate so as to cause a nuisance.
8. **Suitable arrangements shall be made for the collection and disposal of garbages.**
9. The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
10. The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter per dinner to be accommodated as prescribed in sub-rule 9.
11. (i) A portion of the dining hall, and service counter shall be partitioned off and reserved for women workers, in proportion to their number.
(ii) Washing places for women shall be separate and screened to secure privacy.
12. Sufficient tables, stool, chairs or benches shall be available for the number of dinners to be accommodated as prescribed in sub-rule 9.
13. (a) (i) There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.
(ii) The furniture, utensils and other equipment shall be maintained in a clean and hygienic conditions.
(b) (i) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
(ii) A service counter, if provided, shall have top of smooth and impervious material.
(iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

14. The foodstuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contact labour.
15. **The charges for foodstuffs, beverages and any other items served in the canteen shall be based on 'No Profit, No Loss' and shall be conspicuously displayed in the canteen.**
16. In arriving at the price of foodstuffs and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely :-
 - a) The rent of land and building;
 - b) The depreciation and maintenance charges for the building and equipment provided for the canteen;
 - c) The cost of purchase, repairs and replacement of equipments including furniture, crockery cutlery and utensils;
 - d) The water charges and other charges incurred for lighting and ventilation;
 - e) The interest and amount spent on the provision and maintenance and equipment provided for in the canteen.
17. **The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.**

10. ANTI-MALARIAL PRECAUTIONS :

(As per circular No. 85/6/97/SSW-PWD/326 H. 22/8/97)

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-charge including the filling up of any borrow pits which may have been dug by him. Employment of screened labourers shall be compulsory, for works in the areas of Panaji, Porvorim, Calangute, candolim and Margao, or any other place affected by malaria epidemic. All the labourers should possess Malaria Health Card at the construction Site.

Constravention of this provision shall result in withdrawal of work order/contract. The Malaria health Card with photographs shall be issued by the respective Health Officers of the area, after the photographs are made available to them.

The contractor shall at his own expense take anti larval measures to prevent the breeding of anopheles mosquitoes found in curing water as well as water stored for construction activities as required under section 76(A) of the "Goa Public Health Act". (Circular No. 85/1/98-99/SSW-PWD/313 dated 4th August 1998)

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. Amendments :

Government may, from time to time, add to or amend these rules and issue such directions as it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

CENTRAL PUBLIC WORKS DEPARTMENT CONTRACTOR'S LABOUR REGULATIONS

1. Short Title :

These regulations may be called the "Central Public Works Department Contractor's Labour Regulations".

2. Definitions :

(i) "**Workman**" means any person employed by a Central Public Works Department or its Contractor directly or indirectly through a Sub-contractor, with or without the knowledge of the Central Public Works Department, to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-

(a) who is employed mainly in managerial or administrative capacity, or

(b) who, being employed in a supervisory capacity draws wages exceeding Five hundred rupees mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature.

(c) Who is an out worker, that is to say, a person to whom any articles or materials are given out by or on behalf of the principal employer to be made up, cleaned, washed, altered, ornamental, finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the Central and management of the principal employer.

(ii) "**Fair Wages**" means wages whether for time or piece work fixed and notified under the provisions of the Minimum wages Act from time to time.

(iii) "**Contractors**" shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supply contract labour for any work and includes a sub contractor.

(iv) "**Wages**" shall have the same meaning as defined in the payment of Wages Act.

(a) Normally working hours of an adult employee should not exceed 9 hours a day and in case of a child 4½ hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

(b) **When an adult worker is made to work for more than 9 hours on any day or more than 48 hours in any week, he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra hours.**

(c) (1) **Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.**

(2) **Where the minimum Wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.**

(3) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

3. Display of Notice regarding wages, etc.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on work, notices in English and

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in the local Indian languages spoken by the majority of the workers, giving the minimum rates of wages fixed under the Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage periods, dates of payment of wages and other relevant information as per Appendix 'A'.

4. Payment of wages :

- i) **The contractors shall fix wage periods in respect of which wages shall be payable.**
- ii) **No wage period shall exceed one month.**
- iii) **The wages of every person employed as contract labour in an establishment or by a contractor are less than one thousand, such employed persons shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.**
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorized by him on his behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by General or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) **A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy should be sent by the contractor to the Engineer-in-Charge under acknowledgement.**
- x) **It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of the wages by the contractor to workman.**
- xi) **The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:**

"Certified that the amount shown in column No. has been paid to the workman concerned in my presence on at"

5. Fines and deductions which may be made from wages :

- (i) **The wages of the worker shall be paid to him without any deductions of any kind except the following :**
 - (a) **Fines,**
 - (b) **Deductions for absence from duty** i.e., from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) **Deduction for damage to or loss of goods** expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to accounts, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of over-payment of wages; advances granted shall be entered in a register.
 - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note – An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix – I.

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(iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

6. Labour Records

(i) The contractor shall maintain a "Register of persons employed" on work on contract in form XIII of the CL (R&A) Central Rules 1971 (Appendix B).

(ii) The contractor shall maintain a "Wage Register" in respect of all workmen employed by him on the work under contract in form XVII of the CL (R&A) Rules 1971 (Appendix C).

(iii) The contractor shall maintain a "Wage Register" in respect of all workmen employed by him on the work under contract in form XVII of the CL (R & A) Rules 1971 (Appendix D).

(iv) **Register of accidents** – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :

- a) Full particulars of the labourers who met with accident.
- b) Rate of wages.
- c) Sex
- d) Age.
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when admitted in Hospital.
- h) Date of discharge from the Hospital.
- i) Period of treatment and result of treatment.
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under Workmen's Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.

(v) **Register of Fines** – The contractor shall maintain a "Register of fines" in the form XII of the CL (R & A) Rules 1971 (Appendix – H).

The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omissions for which fines can be imposed (Appendix – I).

(vi) **Register of Deduction** – The contractor shall maintain a "Register of deductions for damage or loss" in Form XX of the CL (R & A) Rules 1971 (Appendix - J)

(vii) **Register of Advances** – The contractor shall maintain a "Register of Advances" in form XXII of the CL (R & A) Rules 1971 (Appendix – L).

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7. Attendance Card-Cum-Wage Slip-

- (i) **The contractor shall issue an attendance card-cum-wage slip to each work man employed by him in the specimen form at (Appendix – E).**
- (ii) **The card shall be valid for each wage period.**
- (iii) **The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.**
- (iv) **The card shall remain in possession of the worker during the wage period under reference.**
- (v) **The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.**
- (vi) **The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.**

8. Employment Card :

The contractor shall issue an Employment Card in form XIV of the CL (R & A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix – F).

9. Service Certificate :

On termination of employment for any reason, whatsoever, the contractor shall issue to the workman whose service have been terminated, a service certificate in form XV of the CL (R & A) Central Rules 1971 (Appendix – G).

10. Preservation of Labour Records :

All records required to be maintained under Regulations Nos. 6 and 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge, Labour Officer or any other officers authorized by the Department of works and Housing in this behalf.

11. Power of Labour Officers to make Investigations or Enquiry.

The labour Officer or any other person authorized by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wage Clauses and the provisions of Regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

12. Report of Labour Officer :

The Labour Officer or other person authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 12 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

(a) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case may be.

13. Appeal against the decision of Labour Officer :

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal the decision of the officer shall be final and binding upon the contractor.

14. Prohibition regarding representation through lawyer:

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - (a) An officer of a registered trade union of which he is a member.

Contractor

Executive Engineer

(b) An Officer of federation of trade unions referred to in clause (a) is affiliated.

(c) Where the employee is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workman employed in the industry in which the worker is employed.

(ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by-

(a) An officer of an association of employers of which he is a member.

(b) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.

(c) Where the employer is not a member of any association of employers by an officer of association of employer, connected with, or by any other employer engaged in the industry in which the employer is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

15. Inspection of Books and Slips :

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agents at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

16. Submission of Returns :

The contractor shall submit periodical returns as may be specified from time to time.

17. Amendments :

The Central Government may, from time to time, add to or amend the regulations and on any question as to the application, interpretation or effect of those regulations the decision of the Superintending Engineer concerned in that behalf shall be final.

□

LABOUR BOARD

Name of Work _____

Name of contractor _____

Address of Contractor _____

Name and address of Goa, P.W.D. Division _____

Name of Goa, P.W.D. Labour Officer _____

Address of Goa, P.W.D. Labour Officer _____

Name of Labour Enforcement Officer _____

Address of Labour Enforcement Officer _____

Date : _____

Sl. No.	Category	Minimum Wages fixed	Actual Wages paid	Number present	Remarks

Weekly holiday _____

Wage period _____

Date of payment of wages _____

Working hours _____

Rest interval _____

Contractor _____

Executive Engineer

REGISTER OF WORKMAN EMPLOYED BY CONTRACTOR

Name and address of contractor _____
 Name and address of establishment in / under which contract is carried on _____
 Nature and location of work _____
 Name and address of Principal Employer _____

Sl. No.	Name and Surname of workman	Age and Sex	Father's/Husband's name	Nature of Employment/designation	Permanent zone Address of the workman (Village and Tehsil, Taluka and District)	Local address	Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employment	Reason for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Form XVI

[See Rule 78 (2) (a)]

MUSTER ROLL

Name and address of contractor _____

Name and address of establishment in/under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____ For the month of/fortnight _____

Sl. No.	Name of workman	Father's/Husband's Name	Sex	Date						Remarks	
				1	2	3	4	5	6		
1			4								

[See Rule 78 (2) (a)]

REGISTER OF WAGES

Name and address of contractor _____

Name and address of establishment in/under which contract is carried on _____

Nature and location of work _____

Name and address of Principal Employer _____ Wage period : Monthly/fortnightly _____

Sl. No.	Name of workman	Serial No. in the register of workman	Designation/Nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate	Amount of Wages earned				Deductions if any (indicate nature)	Net amount paid	Signature/thumb impression of Workman	Initial of contractor or his representative	
							Basic wages	D.A. Over time	Other cash payments (nature of payment to be indicated)	Total					
							8	9	10	11	12	13	14	15	16
1	2	3	4	5	6	7									

APPENDIX 'E'
(obverse)

Wage Card No. _____

WAGE CARD

Name and address of contractor _____ Date of issue _____

Name of work with location _____ Designation _____

Name of workman _____ Monthly / fortnightly _____

Rate of wages _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

Morning

Evening

Initial

Received from _____ the sum of Rs. _____ on account of my wages.

Rate

Amount

The wage Card is valid for one month from the date of issue

Signature

Contractor

Executive Engineer

FORM XIX
[See Rule 78 (2) (b)]

WAGE SLIP

Name and address of contractor _____

Name and Father's/Husband's Name of workman _____

Nature and location of work _____

For the week/Fortnight/Month ending _____

1. No. of days worked _____

2. No. of units worked in case of piece rate workers _____

3. Rate of daily wages/piece rate _____

4. Amount of overtime wages _____

5. Gross wages payable _____

6. Deductions, if any _____

7. Net amount of wages paid _____

Initials of the Contractor
or his representative.

Contractor

Executive Engineer

FORM XIV
[See Rule 76]

EMPLOYMENT CARD

Name and address of contractor _____

Name and address of establishment/under which contract is carried on _____

Name of work and location of work _____

Name and address of principal Employer _____

1. Name of the workman _____

2. Sl. No. in the register of workman employed _____

3. Nature of employment/Designation _____

4. Wage rate (with particulars of unit in case of piece work) _____

5. Wage period _____

6. Tenure of employment _____

7. Remarks _____

Signature of Contractor

Contractor

Executive Engineer

Form XV
(See Rule 77)

SERVICE CERTIFICATE

Nature and address of contractor _____ Name and address of establishment in/under which contract is carried on _____
 Nature and location of work _____
 Name and address of workmen _____
 Age or date of birth _____ Name and address of Principal employer _____
 Identification marks _____
 Father's/Husband's Name _____

Sr. No.	Total period for which employed		Nature of work done	(Rate of wage with particulars of Unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature.

FORM XII

[See Rule 78 (2) (d)]

REGISTER OF FINES

Nature and address of contractor _____ Name and address of establishment in/under which contract is carried on _____

Nature and location of work _____

		Name and address of principal employer									
Sl. No.	Name of Workman	Father's Husband's name	Designation for which fine imposed	Act/Omission for which fine imposed	Date of offence	Whether Workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

LIST OF ACTS AND COMMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 8(d) of C. P. W. D. Contractors' Labour Regulations to be displayed prominently at the site of work both in English and local language.

1. Wilful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the contractors besides a business or property of Goa P. W. D.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness, fighting, riotous or disorderly or indifferent behaviour.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the Goa P.W.D. or of the contractor.
10. Sleeping on duty.
11. Malingering or showing down work.
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of Wage cards supplied by the employers.
14. Unauthorised use of employers property of manufacturing or making of unauthorised articles at the work place.
15. Bad workmanship in constriction and maintenance by skilled workers which is not approved by the Dept. and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorised divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authroised by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employee during the working hours within the premises.

Contractor

Executive Engineer

FORM XX

[See Rule 78 (2) (d)]

REGISTER OF DEDUCTIONS FOR DAMAGE OR LOSS

Nature and address of contractor _____

Name and address of establishment in/under which contract is carried on _____

Nature and location of work _____

Name and address of principal employer _____

Sl. No.	Name of Workman	Father's Husband's Name	Designation for which fine imposed	Act/Omission for which fine imposed	Date of offence	Whether Workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of fine imposed	No of Instalments	Date of Recovery		Remarks
										First Instalment	Last Instalment	
1	2	3	4	5	6	7	8	9	10	11	12	13

FORM XXII

[See Rule 78 (2) (d)]

REGISTER OF ADVANCE

Nature and address of contractor _____ Name and address of establishment in/under which contract is carried on _____

Nature and location of work _____ Name and address of principal employer _____

Sl. No.	Name	Father's Husband's Name	Nature period and wages payable	Wage period and wages payable	Date and amount of advance given	Purpose (s) for which advance made	No of instalments by which advance to be repaid	Date and amount of each instalment repaid	Date on which last instalment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

FORM XX

[See Rule 78 (2) (d)]

REGISTER OF OVERTIME

Nature and address of contractor _____

Name and address of establishment in/under which contract is carried on _____

Nature and location of work _____ Name and address of principal employer _____

Sl. No.	Name of Workman	Father's/Husband's Name	Sex	Designation Nature of Employment	Date on which overtime worked	Total Overtime worked or production in case of piece rate	Normal rate of wages	Over time rate of wages	Over time earnings	Rate on which over time wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Contractor

Executive Engineer

ANNEXURE TO CLAUSE 34 (J) SHOWING QUANTITIES OF MATERIALS OR AREAS OF SURFACING TO BE CONSIDERED FOR WORKING OUT MINIMUM PERIOD FOR WHICH HIRE CHARGES OF ROAD ROLLER ARE TO BE RECOVERED

Sl. No.	Material of surfacing	Quantity or areas
1.	Consolidation of earth subgrade	1860 sq. m.
2.	Consolidation of stone soling 15cm to 22.5 cm thick	170 cu. m
3.	Consolidation of brick soling 10 cm to 20 cm thick	230 cu. m.
4.	Consolidation of wearing coat of stone ballast, 7.5 cm to 11.5cm thick	30 cu. m
5.	Consolidation of wearing coat of brick ballast 10 cm thick	60 cu. m
6.	Spreading and consolidation of red bajri 6 m m	1860 sq. m
7.	Painting one coat using stone aggregate 12.5 m m nominal size (a) 1.65 m ³ per 100 m ² and bitumen emulsion A-90 or S-90 2.25kg. per m ² or (b) 1.50m ³ per 100m ² and bitumen emulsion of Road tar 2.25 Kg. per m ²	930 sq. m
8.	Painting two coats using : (a) for first coat, stone aggregate 12.5 m m nominal size : (i) 1.5m ³ per 100m ² with paving bitumen A-90 or s-90 2 kg./sq.m or (ii) 1.35m ³ per 100 m ² with bitumen emulsion 2 Kg./sq. m or (iii) 1.5m ³ per 100m ² with road tar 2..25kg/sq. m. (b) For 2nd coat, stone aggregate 10m m nominal size 0.9cu. m. per 100 sq. m with (i) 1 kg. of paving bitumen A-90 or S-90 or bitumen, emulsion per sq. m or (ii) 1.25Kg. of road tar, per sq. m.	600 sq.
9.	Re-painting with stone aggregate 10m m nominal size 0.9 cu. m. per 100 sq. m with (a) 1kg. of paving bitumen A-90 or S-90 per sq. m or (b) 1.25 kg of bitumen emulsion per sq. m	1670 sq. m.
10.	2 cm premix carpet surfacing using 2.4 cu. m. of stone aggregate 10 mm nominal size per 100 sq. m and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	930 sq. m.
11.	2.5 cm premix carpet surfacing using 3m ³ of stone aggregate 10 mm nominal size per 100 sq. m and binder including tack coat, the binder being hot cut back bitumen or bitumen or bitumen emulsion in specified quantities.	930. sq. m.

Contractor

Executive Engineer

Sl. No.	Material of surfacing	Quantity or areas
12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 cu. m (60% 20 mm nominal size and 40% 12.5 mm nominal size) per 100m ² and coarse sand 1.9cu. m per 100 sq. m and hot cut back bitumen over a tack coat of hot cut back bitumen	460 sq. m
13.	5 cm thick bitumen concrete surfacing using stone aggregate 4.8 cu m (60% 25 mm nominal size 40% 20mm nominal size) per 100 sq. m and coarse sand 2.4 cu. m per 100 sq. m and hot cut back bitumen over a tack coat of hot cut back bitumen	370 sq. m
14.	6 cm thick bitumen concrete surfacing using stone aggregate 5.8 cu. m (60% 40 mm nominal size and 40% 25mm nominal size) per 100sq. m and coarse sand 2.9 cu. m per 100sq m and hot cut back bitumen over a tack coat of hot cut back bitumen	280 sq. m
15.	7.5cm thick bitumen concrete surfacing using stone aggregate 7.3 cu. m (60% 50mm nominal size and 40% 25 mm nominal size) per 100 sq. m and coarse sand 3.65 cu. m per 100 sq. m and hot cut back bitumen over a tack coat of hot cut back bitumen.	230 sq. m
16.	2.5cu. m bitumastic sheet using stone aggregate 1.65 cu. m (60% 12.5 mm nominal size, 40% 10 mm nominal size) per 100 sq. m coarse sand 1.65 cu. m per 100 sq. m and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 sq. m
17.	4 cm bitumastic sheet using stone aggregate 2.6cu. m (60% 12.5 mm nominal size, 40% 10 mm nominal size) per 100sq. m coarse sand 2.5 cu. m per 100sq. m and hot cut back bitumen over a tack coat of hot bitumen.	560 sq. m
18.	Laying full grouted surface using stone aggregate 40mm nominal size 6.10 cu. m per 100sq. m with binder, binding with 20mm to 12.5mm nominal size stone grit, 1.83 cu. m. per 100sq. m and seal coat of binder and stone grit 10mm nominal size, 1.07cu. m per 100sq. m. the binder being hot bitumen or tar as specified.	460 sq. m
19.	Laying full grouted surface using stone aggregate 40mm nominal size 6.10cu. m per 100sq. m with binder, binding with 20mm to 12.5mm nominal size stone grit, 1.83 cu. m. per 100 sq. m and seal coat of binder and stone grit 10mm nominal size, 1.07cu. m per 100sq. m the binder being hot bitumen or tar as specified.	460 sq. m
19.	Laying full grouted surface using stone aggregate 50mm nominal size 9.14cu. m per 100sq. m grouting with binder, binding with stone grit 20mm to 12.5mm nominal size, 1.83cu m/100sq. m and seal coat of binder and stone grit 10mm nominal size, 1.07cu. m/100sq. m, the binder being hot bitumen or tar.	370 sq. m
20.	4 cm thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 cu m per 100sq. m and hot bitumen binding with stone aggregate 12.5mm nominal size 1.52cu. m per 100sq. m and seal coat of hot bitumen and stone aggregate 10mm nominal size, 1.07 cu. m. per 100sq. m.	560 sq. m
21.	5 cm thick premix macadam surfacing with stone aggregate 25mm nominal size, 6.10 cu. m. per 100sq. m and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52cu.m. per 100 sq m and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07cu m/100sq. m.	460 sq. m

Contractor

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ADDITIONAL SPECIFICATIONS AND CONDITIONS (PART-I)

1. ISSUE OF MATERIALS :

- a) The Materials if stipulated, shall be issued to the Contractor, at the place of delivery as mentioned. If these are delivered at any other site, the difference due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost the materials to the site of work as soon as these are issued. The materials shall be issued between the working hours and as per rules of the C.P.W.D. godowns as framed from time to time.
- b) The contractor shall collect his weekly requirements of bitumen if stipulated, from the Goa P.W.D. stores as and when required and bring the same to the site of work for use. The Contractor shall stack these bitumen drums at convenient places and number them for proper watch, safe custody and protection of bitumen against all risks and nothing extra shall be allowed on this account. The day to day account of bitumen consumed in the work shall be maintained by the junior Engineer-in-Charge and signed daily by the Contractor or his authorised agent.

No bitumen drum whether full or empty shall be removed from the site of work. The contractor shall be entirely responsible for any wastage or pilferage of bitumen.

- c) **The Contractor shall bear all incidental charges** for carriage, storage and safe custody of materials. No reimbursement of the expence will be made by the Department.
- d) **The Contractor shall construct suitable godown at the site of work** for storing the materials safe against damage of sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- e) **Cement bags shall be stored in separate godowns with pucca floor and weather proof roofs and walls.** Each godown shall be provided with single door with two locks. The keys of one lock shall remain with Goa P.W.D. Junior Engineer - in - Charge of work and that of the other lock with the authorised agent of the contractor at the site of work so that within the knowledge of both parties.

The cement bags shall be stacked by the Contractor in a separate godown having weather proof roof and walls and on a proper floor consisting of 2 layers of dry bricks laid on well consolidated earth at a level at least 30 cms above the ground level. These stacks shall be in rows of two deep and 10 high with a minimum of 60cm. clear space around. **The bags should be placed horizontally continuous in each line as shown in the accompanying sketch.**

The day to day receipts and issue accounts of cement shall be maintained by the Junior Engineer in - Charge and signed daily by the contractor or his authorised agents.

- f) **M. S. bars flats, tees, angles, etc. shall be issued, if specified in the contract**, in lengths as available in the stores and no claims on this account shall be entertained. M. S. bars shall be issued in straights or in coils as available and nothing extra shall be payable for straightening the bars.

2. MATERIALS OBTAINED FROM DISMANTLEMENT : The contractors in the course of their work, should understand that all materials (e. g. stone and other materials) obtained in the work of dismantling, excavation, etc. will be considered as Government property and issued to the contractor (if they require the same for their own use) at rates approved by the Superintending Engineer. If these materials are not required by them they will be disposed off to the best advantage of Government.

3. DELAY IN OBTAINING MATERIALS FROM THE DEPARTMENT : Owing to difficulty in obtaining certain materials in the open market, the Government have under taken to supply materials specified on a page 39 of the tender form at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor is, therefore required to keep himself in touch with day-to day position, regarding the supply of materials from the Engineer - in - Chârgé and to so adjust the progress of the work that their labour may not remain idol nor may there be any other claim due to or arising from delay in obtaining the material. **It should be clearly understood that no claim whatsoever shall be entertained by the Government on account of delay in supplying materials.**

Contractor

Executive Engineer

4. Any damage to work resulting from rains or from any other cause until the work is taken over by the Department after completion will be made good by the contractor at his own cost.

5. **The Royalty on Minor Minerals like lateritic, basalt, river sand, brick earth etc. consumed on the contract work will be recovered by the Department from the running bills of the contractor, at rates stipulated in the Notification No. 04/59/2015/Minor/Mines/3657 Series I No. 37/ dt.2/12/2015 or as amended from time to time.**

In view of the contractor claiming prior payment of Royalty, will have to produce satisfactory documentary evidence to the said effect for counter checking with the Directorate of Industries and Mines.

6. **The contractor shall get himself acquainted with the nature and extent of work and satisfy himself about the availability of quarry and/or kiln for collection and conveyance of materials required for the construction. The contractor's quoted rate should take into account all these factors and any extra lead for collection and conveyance of materials for any reasons whatsoever will not be allowed.**

7. **The contractor will be permitted to set up Labour Camp only before a week from the commencement of work and not exceeding fifteen days after the completion of work.**

8. Coolie camps shall not be erected at the site of the work nor any labour shall be allowed to live at site. Coolie Camps should be erected only on one of the sites set a part from this purpose. The site shall be taken on lease by the contractor and in addition to the ground rent the contractor shall have to pay small charge to the Health Department for the services, rendered by the staff of the Department.

9. **The contractor shall conform to the provision of any Government Acts which relate to works, and to the regulations and bye-laws of any local authorities.** The contractors shall give all notices required by the said acts or laws etc. and pay all fees payable to the local authorities.

10. Where surplus earth of a suitable quality exists at the site of work, the contractor shall be allowed to use the same free of cost for making mud mortar for masonry and for laying mud terracing over the roof. The Engineer - in - charge shall be final authority to decide whether the earth obtained from excavation is surplus or not.

11. **The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form; Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use.**

- a) Measures shall be taken wherever practicable to prevent danger arising from dust caused by dry rubbing down and scraping.
- b) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work;
- c) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by material;
- d) Case of lead poisoning and of suspected lead poisoning shall be notified, and shall be subsequently verified by a medical man appointed by the competent authority of the P.W.D. Goa,
- e) The P.W.D. Goa may require, when necessary, a medical examination of workers;
- f) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

12. **Deduction of 2% (two percent) income tax from the gross amount of each bill of the contractor shall be made as per provision of section 194-C of the Income Tax Act 1961.**

13. ARRANGEMENT OF LOCAL LABOUR :

- a) **The contractor shall employ local labour so that not less than 80% of the total labourers employed by him on the works are from the State of Goa.**

Explanation : "Local Labour" means labourers staying in the State of Goa for at least three years prior to his engaging them in the works, duly certified by Mamlatdar/Village Panchayat.

- b) The local labour shall be recruited through the agency of Regional Employment Exchange or Original Trade Union or Labour Contractors registered with Labour Commissioner,

- c) The **Engineer - in - Charge shall have powers to relax the percentage** as prescribed at Sr. No. 13 (a), if the contractor produces a certificate, issued by the above Agencies in regard to Non-availability of local labour.
- d) The **contractor shall**, for the purpose of this condition **keep such registers and other documents** as necessary to show that he has employed local labour and shall allow inspection of the same by a duly authorised representative of Government and further, shall at the request of the Engineer - in - Charge, furnish periodical labour reports in the proforma prescribed by him.

14. The tenders which show departures from the N. I. T. stipulations and which are conditional will be strictly rejected.

15. The rates quoted shall be thorough rates for the finished item of work inclusive of royalties, taxes, lead, lifts, plant, equipment, machinery etc, required for the work.

16. The contractor shall be entirely responsible for procuring materials at site and all necessary plant, equipment, machinery etc, required for the work. Delay in completion of work on account of this will not be considered as an excuse or a reason for extension of time.

17. The rates for all items of work, shall, unless clearly specified otherwise, include cost of all labour, material and other inputs involved in the execution of the item.

18. The contractor will sign the following registers whether by himself or through his authorised representative (As per Correction Slip).

- | | |
|--|---------------------------------------|
| 1. Cement register | 6. Road metal consolidation register. |
| 2. Bitumen register | 7. Site order Book |
| 3. Log book of Machinery (if any machinery is issued). | 8. Materials at site account. |
| 4. Paints register | 9. Hindrance Register. |
| 5. Testing of materials Register. | 10. L, X - section Register. |
| 11. All Field Records | 12. Sieve analysis Register. |
| 13. Bitumen Extraction test Register | 14. Hot mix Register (Plant & site) |
| 15. Antistripping agent Register | |

19. The Contractor shall be responsible for watchman. If contractor fails to provide sufficient fencing to the satisfaction of the Engineer-in-Charge the latter will give notice to contractor to provide sufficient fencing, lighting and watching and the cost of doing so shall be deducted by the Engineer -in-Charge provided sufficient fencing lighting and watching shall not relieve the contractor for the responsibilities for damage caused by failure on his part.

20. The contractor will have to take permission and settle rates with the owners for use of vacant land for storage of materials.

- a) **No extra payment will be made** for bailing out water which may be necessary for the purpose of carrying out the work whether the water in sub-soil, water of rain water utilised other wise mentioned in the item of agreement.
- b) **Diversion of water course during construction of the bridge shall be made and maintained by the contractor at his cost, when required and nothing extra shall be paid towards this.**

21. The contractor shall be responsible for keeping public roads and paths clear of all earth and rubbish at his own expense.

22. Precautions to be taken : A barrier or barriers should be placed on the roads where work is done, to be done to block it at a place suited to the traffic. A notice board 'Road Closed' shall be placed at each barrier by days and provided by red Lantern during night. A notice indicating the direction of the traffic should take/should also be shown.

23. The contractor shall get the item of water proofing and Anti-termite executed by approved water proofing and Anti-termite agencies and should furnish a 10 years Guarantee Certificate.

24. THE WORK IN FOUNDATION SHALL INCLUDE :

- i) **For building :** All works below plinth level or upto 1.2 meters above ground level, which ever is lower.
- ii) (a) **For abutments, piers, walls of reservoirs** (other than overhead reservoirs): The floor level, or where the floor is not determinate, upto 1.2 metres above bed level.
- (b) **For retaining walls :** upto 1.2 metres above ground level.
- iii) **For runway or road works;** All earth works treatment of sub-base and soling.
- iv) **For water supply or sewers line or covered or open storm water drains or other similar works.** All works below ground level, except pipe work, masonry work, R. C. C. work and lining of open drains.

25. The contractor shall be required to give a trial run of the equipment for establishing capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of the work.

26. All equipment provided shall be of proven efficiency, and shall be operated and maintained at all times in a manner acceptable to the Engineer.

27. No equipment or personnel shall be removed from the site without the permission of the Engineer.

28. The responsibility for the quality of the entire construction work is on the contractor. For this purpose, he is required to have his own independent and adequate set up.

29. The engineer, for satisfying himself about the quality of the materials and work will also have tests conducted by quality control units or by any other agency, generally to the frequency set out in the specifications. For test to be done by the Engineer, the contractor is to tender all necessary co-operation and assistance including the provision of labour, assistance in packing and despatching samples, etc.

30. For the work of embankment, subgrade and pavement construction of subsequent level of the same or other material over the finished layer shall be done only after obtaining approval from the Engineer.

31. The contractor shall be responsible for rectifying / replacing any work falling short of quality requirements as directed by the Engineer.

32. All materials and workmanship shall be of the respective type described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the site. All samples shall be supplied by the contractor.

33. No work is to be covered up or put out of view without the approval of the Engineer for his examination and measurement.

34. During the progress of the works, the Engineer shall have the power to order the removal from the site of any unsuitable material, substitution of proper re-erection not with standing any previous test or interim payment therefore, and of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the contract.

35. The contractor shall make all necessary and requisite arrangements for transporting hotmix from the mixing plant to the work site, including transport by ferry, etc. at his cost and for the requisite period and nothing extra shall be payable on this account.

36. The plans and drawings executed with the works should be seen by the contractor before tendering for the works which will be available in the office of the Executive Engineer, and the contractors are supposed to have acquainted themselves with the plans, drawings and requirements of the concerned works.

37. Work shall conform to M.O.S.T. specifications (latest publications) as mentioned in the C.P.W.D. form No. 8. Apart from this relevant items which are not covered under the M.O.S.T. specification shall conform to the specification shown in Latest Goa, Schedule of Rates in case of any discrepancy arising between :

- a) **Schedule of quantities in agreement**
- b) **Schedule of rates.**
- c) **Indian standard specifications.**
- d) **Specifications (General) for Roads and Bridge Work, 2013 (Fifth Revision) MOST.**
- e) **Additional Specifications.**

Contractor

Executive Engineer

The following shall be precedence :

- a) **Schedule of quantities.**
- b) **Additional Specificatons.**
- c) **Specifications (General) for Roads & Bridge Work, 2013 (5th Revision) MOST.**
- d) **I. R. C. Codes**
- e) **Schedule of Rates.**
- f) **Indian standard specifications.**
- g) **C.E.C.R.I Specificatons.**

38. The second class bricks used for panel / partition wall and filler walls should not absorb more than 25% of their own dry weights after one hour imersion in cold water. The standard size of the bricks shall be 228 x 100 x 63 mm. (9" X 4" X 2 1/2"). A tolerance of 5 mm in each direction shall be permitted and the bricks shall be provided with forgs. The bricks shall have a minimum crushing strength of 40kg./cm² in any test as specified in the descripment of item. This relaxation shall not apply to load bearing wall. As regards to other specificaton the conditions mentioned for brick work in C.P.W.D. specifications, vol. I 2009 shall apply.

39. Vide appendix B para 10 of CPWD Specifications Vol 2009 the test value for resistance to wear shall be considered as follows :

The average wear of the pre-cast cement concrete terrazo tiles shall not exceed 2.5 mm and the wear on any individual specimen shall not exceed 3.0mm.

40. Any damage to work materials and tools and plant resulting from any other cause not in the contract of Government will be made good by the contractor at his own expense.

41. The contractor will construct and maintain the requisite number of masonry burjees necessary for proper setting out of the work at his own cost.

42. The contractor shall get materials approved by the Engineer - in - Charge or his authorised agent before putting them to use in the work.

In the event of some portion of materials, not being upto the specifications and remained rejected, the contractor shall forthwith remove the same from site of the work within 3 days failing which the Engineer - in - Charge or his authorised agent shall be at liberty to dispose off the same at the risk and cost of the contractor.

43. The rates are inclusive of all leads and lifts and depth unless otherwise specified in the schedule of quantities attached to the agreement.

44. The compressive strength of laterite stones to be used on masonry work shall not be less than 25kg/sq. cm.

45. The Contractor shall be entirely responsible for procuring materials at site and all necessary plant, equipment, machinery etc. required for the work. Delay in completion of work on account of this will not be considered as an excuse or a reason for extension of time.

46. All arrangements shall be made by the contractor for dewatering the foundation in trenches and excavation and keeping the same dry. Also to keep the work in progress as per the direction of the Executive Engineer or his authorised agent.

47. The rate quoted shall include the cost of dewatering, bailing out water, providing diversion channel etc required for all the items of work and upto the completion of the construction and also should cover the time required for passing foundation and taking measurement of all works done.

48. The rates quoted shall include the cost of construction of shoring, cofferdam, bund, channels or other devices necessary for diversion of water by gravity flow and/or pumping/bailing out water done by manual labour or otherwise.

49. No extra rates shall be paid for removing the stuff of any sort outside, which might find access by blowing or any other reason whatsoever from the side or bottoms of foundation trenches and excavation or from elsewhere when the dewartering is in progress.

Contractor

Executive Engineer

50. The contractor will make his arrangement for the necessary plants such as pump, engine other machinery and all other materials required in this connection.

51. Any error in description in quantity or rates in the schedule of works item or any omission therefrom shall not vitiate the contractor or release the contractors from the execution of the whole or any part of the works comprised there according to drawing and specifications or from any of his obligations under the contract.

52. Departmental stone of approved quality available from the excavation shall be used for which the contractor will not be eligible for any extra payment whatsoever.

53. Cut spoils includes all excavated stuff including rock. Rate quoted for filling from cut spoils shall be thorough rate inclusive of all leads, lifts, loading, unloading, watering, consolidation etc. complete. No, claims whatsoever will be entertained regarding embankments done from cut spoils.

54. The contractor shall give undertaking alongwith tender that they have understood the specifications, nature of work and requirements for the execution of the work.

55. It is impressed upon the contractor that they will have to produce very good workmanship strictly according to the specification and no plea will be heard that they are not able to get good workers.

56. Proformas A, B, C, & D at Pages _____ shall be duly filled and appended to the tender. An affidavit as proforma at page _____ shall also be submitted in stamp paper duly notarized.

57. On award of the work to the contractor the contractor at his own cost should provide and fix a board of size 4 feet by 2½ feet displaying therein the following :-

- | | |
|---------------------------------|---|
| 1. Name of work | 2. Name of Contractor |
| 3. Date of commencement of work | 4. Scheduled date of completion |
| 5. Estimated cost of work | 6. Extension of time given and reason thereof |

The board should be fixed in same conspicuous place as directed by the Engineer - in - charge and should be maintained throughout the contract period at the risk and cost of contractor.

58. ✓ Aggregates required for the pavement work should be stacked at least for 1/2 km. before start of work in that stretch so that they could be pre-measured and recorded. The material shall be allowed to be spread only after recording pre-measurements.

✓ Quarrying of stones / murrum etc. will not be permitted within the road land.

✓ Transportation of material (issued by the Department) from the place of issue to the site shall be done by the Contractor at his own cost.

✓ Royalty on the mineral materials shall be deducted from the Contractor's bill, at the rates stipulated in the statement given in the tender form.

✓ Contractor is advised to visit the site and get acquaint with the site condition before tendering the work.

✓ The work should be done strictly as per M.O.S.T. Specifications. Extracts of important clauses of the specifications are attached in the tender form.

59. **STANDING ORDER NO. 258.**

i) **Tendered rates are inclusive of all taxes (except GST) and levies payable** under the respective statutes. However, pursuant to the Constitution (forty sixth ammendment) Act, 1982 if any further tax or levy is imposed by statute after the date of receipt of tenders, and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not in the opinion of the Superintending Engineer (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.

ii) **The contractor shall keep necessary books of account and other documents** for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of Govt. and further, shall furnish such other information/document as the Engineer - in - Charge may require.

- iii) The contractor shall within a period of 30 days of imposition of any further tax or levy, pursuant to the constitution (Forty sixth Amendment) Act, 1982 give a written notice thereof to the Engineer - in - Charge that the same as given pursuant to this condition, together with all necessary information on relating thereof.
60. a) **The royalty on minor minerals like laterite, Basalt, River Sand, Brick, Earth etc. consumed on the contract work will be recovered by the department from the running bills of the contractor, at rates stipulated in the Notification No. No. 04/59/2015/Minor/Mines/3657 Series I No. 37/ dt.2/12/2015 or as ammended from time to time.**
- b) **In the event of the contractor claiming exemption from payment of Royalty, he will have to produce satisfactory documentary evidence to the said effect for counter checking with the Directorate of Industries and Mines.**
- (As per circular No. 85/1/85 - SSW - PWD/3 dt. 19.4.85)**
- c) **The contractor shall deposit royalty and obtain necessary permit for supply of red Basalt, Stone kankar and other Minor Minerals like laterite, basalt, river sand, brick, earth etc. from local authorities and shall communicate to the director of Industries and Mines, 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 Division and sub-Division concerned in any case before the preparation of the final bill.**
61. The copies of the plans/drawings shall not be passed on to any unauthorised hand either in part or in full. Contravention of this Clause shall attract action under provisions of section 3 and 5 of official Secrets Act 1932.
62. **Purchase of steel :** (As per circular dt. 26/05/1997)

In accordance with the decision of the Government of Goa, vide Note No. 1/1/97 - CM dated 20th March 97, all the contractors are required to procure/purchase atleast 50% of the total requirement of steel from G. H. R. S. S. I. D. C. Steel quantity in the work shall not be paid unless a document to that effect is produced.

SCHEDULE I

Rates of Royalty [See rule 22 (1)(i)]

Mineral	Rates
I. a) Lime stones and its varieties	
(i) When used for lime burning	Rs. 75.00 per cubic metre
(ii) Prepared lime	
(iii) When used as building stone ballast, metal grit, etc.	
b) Kankar when used for lime burning.	
c) Lime shells, when used for lime burning	
II. Building Stones	
a) Laterite Chiras	Rs. 66/- per cubic metre.
b) Laterite rubbles	Rs. 9.60/- per cubic metre.
c) Basalt, masonry stones other than laterite chiras and rubbles, metal grit, basalt blocks.	Rs. 62.40/- per cubic metre.
III. Boulder, shingle, gravel, kankar, all used for constructional purpose either by excavation or collection.	Rs. 9.60 per cubic metre.
IV. a) Ordinary sand used for construction purpose either by extraction or collection.	Rs. 41.30 per cubic metre.
b) Pebbles and modules of chalcedony quartzite stone or flint.	Rs. 42.50 per cubic metre.
V. Ordinary clay when used for manufacture of tiles.	Rs. 15.00 per cubic metre.
VI. Murrum Matti and other coloured matti (not amounting to ochres)	Rs. 12.00 per cubic metre.
VII. Brick-earth	Rs. 15.00 per cubic metre.
VIII. Ordinary earth	Rs. 12.00 per cubic metre.

Industries & Mines Notification No. 04/59/2015/Minor/Mines/3657 Series I No. 37 dt. 2/12/2015

Note : The above revised Royalty rates are effective since

SCHEDULE II [See Rule 22 (1) (ii)]

Types of Minor Mineral	Rate of dead rent per year	
	For area upto 5 Hectare	For area above 5 Hectare Rate per Hectare or part thereof
(1) Ordinary sand/ pebbles/laterite chiras.	Rs. 20,000/-	Rs. 3,000/-
(2) Basalt/Granite/Metal Grit/Lime Shell	Rs. 30,000/-	Rs. 7,000/-
(3) Brickearth/Matti/Laterite rubbles/ Murrum and other minor minerals.	Rs. 10,000/-	Rs. 2,000/-

By order and in the name of the Governor of Goa.

Contractor

Executive Engineer

QUALITY CHECK CONSULTANTS

(Applicable to all works whose contract amount are Rs. 50 lakhs and above)

(As per agreement signed on 30/09/2010. Copy forwarded by
SSW vide no. 1-14-05/SSW-PWD/Vol.I / 2010-11 / 524 dt. 8/10/2010)

1. Quality Check consultants.

- 1.1 M/s Rites (Rail India Technical & Economic Services) a Govt. of India undertaking having it's registered office at 27, Barakhamba Road, New Delhi-110001 is appointed by the Govt of Goa as agency for Quality check of this project. They shall henceforth be referred to as Quality Check Agency (QCA) for the purpose of this Contract.
- 1.2. The QCA shall have full authority to inspect the work (during progress and after completion) as well as materials brought to the site.
- 1.3. Pre-delivery inspection of all materials for which orders are placed directly by the Contractor shall also be done by the QCA. However adequate notice for inspection shall be given to the QCA. The charges for testing the materials at manufacture's laboratories or in any other laboratory shall be borne by the Contractor.
- 1.4. Free and full access to test certificates, quality control records and documents concerning the project shall be provided by the contractor to the QCA.
- 1.5. The QCA shall have the authority to prescribe any test or get any test done in his presence on materials/ finished work to ensure the quality of work as per specifications.
- 1.6 The contractor shall bear all costs for sampling and testing during the quality check by QCA.
- 1.7 QCA shall have the authority to prescribe standard formats in which test results should be recorded and submitted for quality Check and adherence to the same shall be binding on the Contractor.

APPENDIX - A

Specification for classification of soils under unified classification of excavation into "Soft strata" and "Hard Rock".

All materials under excavation shall be classified under one of the following two categories :

(a) Soft Strata : This shall include all kinds of soils, silts, sands, gravels, murrum (both soft and hard) shingles, pebbles, all types of conglomerates and soft rocks including all types of laterite rock, disintegrated, decomposed and weathered rock and mixture of any and all of these and such other material, which can best be removed by ordinary pick and shovel or barring and wedging and hammering or by mechanical equipment. If required, blasting may be resorted to for loosening the materials but this will not, in any way, entitle the materials to be classified as "Hard Rock." All types of laterite rock whether blasting is resorted to or not for removal or any other method employed for excavation shall be classified as soft strata only. It shall also include boulders of Hard Rock not bigger than 0.1 cubic metre in volume which do not need blasting for removal. All serviceable rock available shall be stacked in geometrical figures as directed by the Engineer - in - Charge.

(b) Hard Rock : This shall include all hard rock occurring in masses which could be removed by blasting where such blasting is permitted. Any type of laterite irrespective of its hardness whether 'codpo' or any other type and whether blasting is resorted to or not shall not be classified as Hard Rock. It shall also include hard rock which owing to the proximity of building and other structures or for any other reasons has to be cut by means of chiselling and/or wedging. It shall also include hard rock boulders larger than 0.10 cubic metre in volume which require blasting for easy removal.

Note : No distinction shall be made whether the excavation is done in dry, moist or saturated condition and any bailing out of water, done by manual labour or pumping is deemed to have been included in this item.

Note : Decision of Engineer - in - Charge in connection with classification shall be final and binding on the contractor.

Contractor

Executive Engineer

SPECIAL SITE CONDITIONS :

The seepage water shall be suitably collected and drained away by gravity wherever it is possible to do so. However, wherever drainage by gravity is not possible such water shall be pumped out.

The contractor will be required to provide and work at his own cost all pumps, engine, machinery etc, required at site, to keep the trenches of foundation and all other excavation clear of water whether from springs, rains, sub-soils, leakages and percolation from tanks, wells, rivers, nalas or from any other sources so that there is no accumulation of such water and no setting out be done no refilling work done, no masonry laid, no concrete deposited or no joints made and no measurements taken in water. The pumping shall be continued so long after excavation of work as the Engineer - in - Charge may consider necessary.

The rates quoted shall include the cost of construction of cofferdam, bunds, channels or other devices necessary for diversion of water by gravity flow and/or pumping/bailing out of water done by manual labour or otherwise.

MEASUREMENTS :

When the excavation is in uniform Soft Stratum/Hard Rock, the volume of excavation shall be computed based on actual measurements of cutting.

When the excavation is in stratified rock and when Soft Stratum/Hard Rock is continuous, the volume of excavation shall also be as per actual measurements of cutting of soft stratum and Hard Rock taken separately.

When the excavation is mixed with boulders and/or when Soft Stratum/Hard Rock is not continuous, the measurements for Hard Rock shall be as per stocks duly corrected for voids deemed to be 50% of stack volume. The quantity of soft Stratum in such cases shall be the total quantity of excavation computed based on measurements of cutting minus net quantity of Hard Rock.

Where it is not possible/convenient in the opinion of the Engineer-in-Charge to take measurements of cutting, quantities of excavation shall be worked out from filling. For this purpose Hard Rock, serviceable rocks of Soft Strata and other soils (other soils shall be compacted) shall be filled or stacked separately as directed by the Engineer - in - Charge. Volume of Hard Rock will be worked out as explained above. As regards Soft Strata volume of excavation will be the volume of the respective serviceable rock, duly deducted for voids at the rate of 50% as in case of Hard Rock plus volume of fill of other soils duly reduced by 10% in case of consolidated fills. The reduction for other soils will be at the rate of 50%. When consolidation is done by heavy mechanical machinery, no such deduction shall be made in case of (i) consolidation done by heavy mechanical machinery at optimum moisture contents (ii) Consolidated fillings in confined situation, such as under floors.

Rates :

Rate for earth work shall include :

- a) Excavation and depositing earth as specified
- b) Setting out works, profile etc.
- c) Site clearance.
- d) Forming of leaving 'Dead Man' or tell tales in borrow pits and their removal after measurements.
- e) Bailing out or pumping out of water in excavation if necessiated.
- f) Protection and supporting of existing services i.e. pipes, water mains cables etc. met within the course of excavation (Care shall be taken not to disturb electrical and communication cables, removal of which if necessary, shall be arranged by the Engineer - in - Charge.)
- g) Initial leads of 50 metres and lifts of 1.50 metres unless otherwise specified.

Mild Steel Bars :

1. Mild steel bars shall be supplied by the Department where so stipulated in the tenders otherwise the same shall be arranged by the contractor. The mild steel bars conforming to IS 432-10960 or as revised from time to time for grade I steel if not available the Engineer - in - Charge may in special case permit the use of Grade II steel in which case 10% more steel shall be used for which no extra payment shall be made.

Contractor

Executive Engineer

2. All finished bars shall be clearly rolled to dimensions and weights specified. They shall be sound and free from cracks. Surface flows, laminations, rough jagged and imperfedged edges and all other defects shall be finished in a workmanlike manner. The chemical composition of steel will however confirm to the requirement of I.S. 226 (1982)

3. The contractor shall be required to produce a test certificate in support of Grade I or Grade II steel brought to the site and whenever 20 tonnes or more of steel bars are acquired the Engineer-in-Charge shall be at liberty to inspect and verify the steel makers certificate of cost analysis at the premises of supplier and the contractor shall arrange for such inspection immediately when asked for.

4. The Engineer - in - Charge or his authorised representatives shall select the sample at the rate of two samples from every lot or part thereof. One sample shall be tagged, numbered and kept with the Engineer - in - Charge and the corresponding sample shall be sent to Government test house or P.W.D. Laboratory. The cost of steel and other incidental charges such as handling, carriage to the testing laboratory etc., shall be borne by the contractor. The testing fee for the mild steel bars if any shall be borne by the Department.

The following may be incorporated as an additional condition under General conditions in tender documents, under para relating to R. C. C. :-

a) The standard sectional weights referred to as standard tables in para 5.3.3. in specifications for Works. 1977 Vol. I, to be considered for conversion of length of various sizes of M. S. bars and Tor steel bars into weight are as under :

Bar Size in mm (Diameter)	Weight kg./m	Bar Size in mm (Diameter)	Weight Kg./m.
6	0.222	25	3.855
8	0.395	28	4.836
10	0.617	32	6.316
12	0.888	36	7.994
16	1.579	40	9.869
18	1.999	45	12.490
20	2.467	50	15.424
22	2.985		

b) Issue of steel of diameter above 10mm will be regulated on sectional weight basis, weight being calculated with the help of above tables, However for bars M. S./ tor steel upto and including 10mm. the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variations between the actual and the standard coefficients given above and the contractor's account will be debited by the cost of this modified quantity only. The discretion of the Engineer - in - Charge shall be final for the procedure to be followed for determining the average sectional weights of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.

ADDITIONAL SPECIFICATIONS & CONDITIONS (PART-II)

1. Specifications for Road and Bridge works, Ministry of Surface Transport (Roads Wing) third Revision 1995, (with upto date corrections) published by Indian Roads Congress, relevant IRC codes wherever applicable, shall be followed for all items of road and bridge works. Reference to the CPWD specifications would be made only in respect of those items for which suitable M.O.S.T specifications, relevant IRC codes are not available.

The Contractors shall make available at site of works, copies of the M.O.S.T specification Books for Road and Bridge Works (3rd Revision) and other relevant I. R. C. codes. They are available on sale with "The Secretary, Indian Roads Congress, Jam Nagar House, Shahajahan Road, New Delhi - 100 001 on advance payment.

(As per circular No. 85/1/99-2000/SSW-PWD/842 dt. 23/12/1999)

Contractor

Executive Engineer

2. Trees causing obstruction and falling in the alignments shall be cut, only with the specific prior order of the Engineer - in - Charge. In respect of trees cut, the same will be permitted to be taken by the contractor subject to recoveries being made from R. A. bills as per the schedule appeared to this NIT.

Royalty for all materials in respect of the contract wherever applicable shall be borne by the contractor and paid to the authorities.

3. The bituminous levelling course over the existing road surface including removal of potholes and depressions to bring the existing road to requisite camber and shape shall be laid ahead of receiving the bituminous premix carpet, in such length as may be convenient and as per requirements. In any case, this length should be less than 200 metres. The premix carpet shall not be laid in any stretch unless the levelling course is to the full satisfaction of the Engineer - in - Charge.

4. The classification and mode of payment for saturated soil shall be as under :

Saturated Soil : Excavation in all kinds of soils except hard rock below the sub-soil water level shall be classified as saturated soil. Trial pits shall be dug in the area where excavation is required to be done. The steady water level in trial pits before the pumping or bailing operations are started shall be considered as the sub soil water level in that area.

When springs are encountered, the steady water level in the proposed area of excavation shall be considered as the sub-soil water level.

The Sub - soil water level thus arrived at shall be the immediate one to the actual start of the excavation operations, where there is a time lag between the observation of sub-soil water level and that of actual start of the excavation, the sub-soil water level established at the point of actual excavation shall only be considered for the purpose of classifications of saturated soil.

The sub soil water level shall also be observed and recorded once a week during excavation and the contractor is required to sign the same in token of acceptance of the classification on saturated soil and payment shall be made according to sub-soil water level.

SPECIAL CONDITIONS OF CONTRACT

(As per Circular No. 85/1/2001 - 2002/SSW/PWD/95 Dtd. 11/5/2001)

1. The contractor after the award of the work should name the Engineer responsible for the work, to whom all site instructions and notices are to be issued. It shall be mandatory on the part of the contractor to ensure that his Engineer is constantly on the site all times when concreting operations are in progress and that his Engineer shall give his whole time to the superintendence of the same. No work of concreting shall be allowed in the absence of Engineers from both the department and the contractors.

2. For all works above Rs. 20 lakhs, the contractor shall be deemed to have allowed in his rates and prices for the provision, maintenance and the final removal of all temporary works of whatsoever nature required for proper execution of work. This shall include office accommodation with office furniture for 3 persons of Departmental supervisory staff.

3. During the execution of the works should any error or inconsistency appear in any of the contract document, or structural drawings or Architectural drawings and other drawings, the contractor shall not proceed with the work before obtaining instructions, clarifications in writing from the Engineer - in - Charge. It shall be the sole responsibility of the contractor to bring such discrepancies or inconsistencies to the notice of Engineer in charge in writing and neither the Engineer in charge nor the department will be held responsible in any manner whatsoever in such cases. The contractor will have to carry out alterations if any in such cases at his own expenses.

4. The contractor shall indicate in his tender the detailed list of equipment he proposed to bring on site if the work is awarded to him. This shall include all equipment for building work, concreting etc.

5. The contractor shall submit bar chart and CPM/PERT diagramme within 10 days of issue letter of acceptance and get it approved by the Engineer in charge in advance to co- ordinate the work of the agencies.

6. All R. C. C. work shall be in Design Mix Concrete only. The procedure to be followed may be seen at Annexure A. The contractor shall make all the necessary test to determine each grade of concrete, the proportions of various ingredients by weight which shall be converted into equivalent volume by determining bulk density of the ingredients; to produce concrete of desired workability and characteristic strength and to arrive at the desired design mix to the satisfaction of the Engineer in charge within the limitations of parameters and other stipulations laid down in the IS-456. Such mix will be known as **Designed Mix. No deviation from the designed mix will be permitted** without the express sanction of the Engineer in charge in writing. No agreement by the Engineer in charge to such designed mix shall relieve the contractor of his responsibility to use in the works all times only concrete as specified in the relevant drawings. Water cement ratio shall be maintained constant at correct value by determination of moisture content of aggregate frequently.

7. The Engineer in charge shall have full right to order double or treble shifts or overtime for maintaining the required progress of work and the contractor shall not be reimbursed any extra amounts as result of these orders.

8. The contractor shall submit in triplicate a comprehensive record during the building work giving the following and other necessary data in tabular form.

1. Site
2. Title of item.
3. Date of costing/Installation of item.
4. Consumption details of concrete, steel and Aggregates.
5. Concrete quantity.
6. Test results for the items executed/installed/used.

9. The contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications.

10. If and whenever any of the contractors or sub-contractors agent, sub agents, assistants, foreman or other employee shall in the opinion of Engineer in charge be guilty of any misconduct or be incompetent or insufficiently qualified, or negligent in the performance of their duties or that in the opinion of the Engineer in charge it is desirable for administrative or any other reason for such person or persons not to be employed in the works, the contractor, if so directed by the Engineer in charge, shall at once remove such person from employment there on. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute.

11. The department reserves the right to let other contracts in connection with the undertaking of which the work is a part and the main contractor shall co-ordinate his work with that of others. The contractor shall therefore in accordance with the requirement of the Engineer in charge, afford all reasonable opportunities for carrying out the work to any other contractor workmen of department and of any other duly constituted authorities who may be employed in the execution of any other contract or activity which the Department may enter into in connection with or ancillary to the works.

12. During monsoon and other period it shall be the responsibility of the contractor to keep the worksite free from wetness at his own cost. He should also provide necessary materials like dewatering pumps, tarpauline etc. so as to be ready available at site for which no extra payment will be made.

13. The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment of the levels and correctness of every part of the work and shall rectify affectually any errors or imperfection there in at his own cost when instructions are issued to that effect by the Engineer in charge. The Engineer in charge shall furnish the contractor with only the four corners of the work site and a level bench mark. The contractor shall set out the work and shall be solely responsible to the accuracy of such setting out.

14. The contractor shall make available to the Engineer in charge free of cost all necessary instruments and assistance in checking of setting out of works and in checking of any works made by the contractor for the purpose of Setting out and taking measurement of work. He shall also provide all instruments and labour free of cost for testing and inspection of all works under progress or on completion.

15. All materials procured should meet the specification. The Engineer in charge may at his discretion ask for samples and test certificates for any batch of any materials procured. Before procuring, the contractor should get the approval of Engineer in charge for any materials to be used for the works.

16. Should any discrepancy occurs between the various instructions furnished to the contractor or his staff or any doubt arises to the meanings of such instruction or should there be any misunderstanding between the contractor's staff and the Engineer in charge's staff, **the contractor shall refer the matter immediately in writing to the Engineer in charge** whose decision there on shall be final and conclusive and **no claim for loss alleged to have been caused by such discrepancies shall in any event be admissible.**

17. The contractor shall keep at the site of work, at his own cost, testing equipments like standard slump cones, cube moulds, spring balance, weights, IS sieves, etc.

18. All the tests necessary in connection with the execution of the work as decided by the Engineer-in-charge shall be carried out in the field testing laboratory of the department from time to time. In case of non availability of testing facility with the department, the required test shall be carried out at the cost of contractor, which shall be subsequently reimbursed to the contractor, at Government or any other testing laboratory as instructed by Engineer in charge. The contractor shall bear the cost of test and its carriage to the requisite laboratory as per the directions of the Engineer in charge.

19. The contractor shall submit to the Engineer in charge, for approval, the details of his proposed scheme of centering, of construction joints, design of staging etc. if required prior to the commencement of that particular work.

20. The Engineer in charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such prior possession or use by the Engineer in charge delays the progress of work, equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

21. The rates quoted by the contractor shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractors conduct' of the works which occur from any cause including orders of the Engineer in charge in the exercise of his power and on account of extension of time granted due to various reasons and all other possible or probable causes of delay.

22. For the purpose of clause 6 of conditions of contract, the following documents will be needed to form the completion documents.

a) Three sets of construction drawings showing there in the modifications and corrections made during the course of execution signed by the Engineer in charge.

b) Completion certificate for embedded and covered up works.

c) Certificates of final level as set out for various works.

d) Certificates of tests performed for various works.

23. Concrete shall be mixed in mechanical mixer fitted with power loader (lifting hopper type). The mixer should comply with IS 1791 and IS 12119. The mixer shall be fitted with water measuring (metering) devices. The mixing shall be continued for minimum 2 minutes until there is uniform distribution of material and the mass is uniform in colour and consistency. No hand mixing shall be allowed.

24. Concrete shall be compacted using mechanical vibrators for all RCC members including slabs for which compaction shall be achieved by use of plate vibrators. No concreting shall be permitted in the event of non availability of the above.

25. All propping and centering should be either of steel tubes with extension pieces or built up sections of rolled steel. All staging shall be of tubular steel structure with adequate bracing as approved. Wooden props shall be permitted to be used only in case of small works not exceeding Rs. 5 lakhs.

26. Removal of formwork shall not be permitted until the concrete has achieved a strength of at least twice the stress to which the concrete may be subjected at the time of removal. When ordinary portland cement is used and adequate curing is done, the formwork may be removed after the duration mentioned under clause 11.3.1 of IS 456-2000. If portland pozzolana or low heat cement is used for concreting, the stripping time shall be 10/7 of the period mentioned for OPC. **For cement other than ordinary portland cement, the time for removal of formwork shall be as follows :**

- | | | |
|---|---|--|
| 1. Forms supporting sides of beams, walls and columns | - | At an age when concrete attains 20% of the specified characteristic strength. |
| 2. Bottoms of slab up to 4.5m span | - | At all age when concrete attains 67% of the specified characteristic strength. |
| 3. Bottoms of slab above 4.5m span | - | At an age when concrete attains 80% of the specified characteristic strength. |
| 4. Bottom of beams upto 6 mt span | - | At an age when concrete attains 80% of the specified characteristic strength. |
| 5. Bottom of beams over 6m span | - | At an age when concrete attains 90% of the specified characteristic strength. |

The period as mentioned above shall be determined by testing cubes at different ages (3 days, 7 days, 14 days, 21 days and 28 days) from the same sample of concrete using the particular type of cement. Testing is to be repeated for every new arrival of cement.

27. Special condition of contract shall be read in conjunction with the general conditions of contract, specification of work, drawings and any other documents forming part of this contract.

28. Where any portion of the general condition of contract is repugnant to or at variance with any provision of the special condition of contract, then unless a different intention appears, the provision of the special condition of contract shall be deemed to override the provision of the general condition.

ANNEXURE 'A'

SELECTION OF PROPORTIONS

The mix required to produce, place and compact the specified grade of concrete shall be designed by the contractor and details there of shall be submitted to the supervising Engineers and consulting Engineers for their records, alongwith results of sieve analysis, other tests conducted on cement, aggregates, water admixtures or on concrete. No concreting shall be carried out on work site till this is done.

Concrete mixes shall be so designed and the concrete so proportioned as to produce a mixture which will work readily into the corners and angles of the forms and around reinforcement by methods of placing and consolidation employed on the work, but without permitting the materials to segregate or excessive fresh water to collect on the surface. In addition the hardened concrete should have an average compressive strength sufficiently high to restrict the probability of strength falling below the specified minimum, to 1 in 20. The proportions of ingredients shall be further so selected as to produce proper workability, durability, strength and other specified requirements.

Trial mixes having proportions, consistencies and other characteristics suitable for the work shall be made using atleast three different water cement ratios for each type of cement, which will produce a range of strengths encompassing those required for the work. Trial mixes shall be designed to produce a slump within 25mm of the maximum permitted. The temperature of concrete used in trial batches shall be recorded. For each water cement ratio, For each

type of cement, three tests on atleast three 15 cms cubes, which shall not be compansion cubes, shall be conducted at 7 days and three tests at 28 days according to IS - 516. This will require a minimum of 54 cubes. From the results of these tests curves shall be plotted showing the relationship between the water-cement ratio and the compressive strength for each type of cement. From these curves the water-cement ratio to be used in the concrete for a particular type of cement shall be selected to produce the average strength required as per IS codes. The cement content and mixture proportions to be used shall be such that this water-cement ratio is not exceeded when slump is the maximum permitted. Control considered for the trial mixes shall be corresponding to that which can be exercised in the field.

TESTING OF TRIAL MIXES

The contractor may at his option select the water-cement ratio and the type of cement for particular grade of concrete, based on the 7 day test results or as above for preparing test cubes for testing of trial mixes. In that case the 28 days test results for above cubes shall be used for confirmatory check. Having selected the water cement ratio and the type of cement for a particular grade of concrete, total of 18 test cubes shall be prepared for each grade of concrete, of these 18 cubes not more than 6 shall be prepared on any day and further, of the 6 cubes prepared on any one day not more than two cubes shall be prepared from any single batch, 9 of these cubes, each representing different batch of concrete shall be tested at 7 days and the remaining 9 at 28 days. The average crushing strength of the 9 cubes for each grade tested at 28 days shall not be less than the values indicated underneath :-

Table 4.2

Grades of Concrete	Required average strength in N/mm ² of 28 days of trial mix
M 15	21
M 20	28
M 25	34
M 30	40
M 35	46
M 40	51
M 45	56

If the average strength of the concrete cubes falls below the required strength, fresh trial mixes for that grade shall be made as before and the process repeated until a strength equal to or greater than the required average strength is obtained. **In all cases 28 days strength and not the 7 day strength shall be the criteria for acceptance or rejection.**

If the contractor has acquired such data recently on any of his work sites elsewhere, the Supervising Engineer may at his discretion accept the same subject to verification.

The trial mix proportions shall then be followed for actual concreting operations at site, With minor adjustments according to day-to-day observed fluctuations in the characteristics of the concrete ingredients or in the quality control. Whenever in the opinion of the Supervising Engineer, there is significant change in such characteristics he should order carrying out fresh trial mixes. Full details of all such changes shall be submitted to the supervising Engineer and the Consulting Engineer for their record. The contractor shall prepare and display all calculations tabulations, graphs etc. pertaining to the mix design and tests. Copies of the same shall be submitted to the supervising Engineer and the Consulting Engineers for their record and one copy be kept available at site. It is to be clearly understood that concrete mix design shall be the contractors sole and ultimate responsibility.

SAMPLING AND STRENGTH TEST OF CONCRETE

1. GENERAL : Samples from fresh concrete shall be taken as per IS: 1199-1959 and cubes shall be made, cured and tested at 28 days in accordance with IS : 516 - 1959.
2. In order to get relatively quicker idea of the quality of concrete, optional tests on beams for modulus of rupture at 72 + 2 hours or at 7 days, or compressive strength tests at 7 days may be carried out in addition to 28 days compressive strength test. For this purpose, the values given in Table 4.6 may be taken for general guidance in the case of concrete mix with Ordinary Portland Cement. In all cases, the 28 days compressive strength specified in Table 4.2 shall alone be the criteria for acceptance or rejection of the concrete.

TABLE 4.6

OPTIONAL TEST REQUIREMENTS OF CONCRETE

Grade of concrete	Compressive strength on 15 cm Cubes, Min, at 7 days N/mm ²	Modulus of Rupture by Beam test, Min.	
		at 72 + 2 h. N/mm ²	at 7 days N/mm ²
(1)	(2)	(3)	(4)
M - 10	7.0	1.2	1.7
M - 15	10.0	1.5	2.1
M - 20	13.5	1.7	2.4
M - 25	17.0	1.9	2.7
M - 30	20.0	2.1	3.0
M - 35	23.5	2.3	3.2
M - 40	27.0	2.5	3.4

Table 4.3

Required average strength in N/mm ² of 28 days of trial mix	Grades of Concrete
27	M 15
28	M 20
34	M 25
40	M 30
48	M 35
51	M 40
58	M 45

If the average strength of the concrete cubes falls below the required strength, fresh trial mixes for that grade shall be made as before and the process repeated until a strength equal to or greater than the required average strength is obtained. In all cases 28 days strength and not the 7 day strength shall be the criteria for acceptance or rejection.

If the contractor has acquired such data recently on any of the work-sites elsewhere, the Supervising Engineer may at his discretion accept the same subject to verification.

The trial mix proportions shall then be followed for actual concreting operations at site. With minor adjustments according to day-to-day observed fluctuations in the characteristics of the concrete ingredients or in the quality control. Whenever in the opinion of the Supervising Engineer there is a significant change in such characteristics he should order carrying out fresh trial mixes. Full details of all such changes shall be submitted to the Supervising Engineer and the Consulting Engineer for their record. The contractor shall prepare and display all calculations, tabulations, graphs etc. pertaining to the mix design and tests. Copies of the same shall be submitted to the Supervising Engineer and the Consulting Engineer for their record and one copy be kept available at site. It is to be clearly understood that concrete mix design shall be the contractor's sole and ultimate responsibility.

SAMPLING AND STRENGTH TEST OF CONCRETE

1. GENERAL: Samples from fresh concrete shall be taken as per IS: 1199-1959 and cubes shall be made, cured and tested at 28 days in accordance with IS: 818 - 1959.

2. In order to get relatively quicker test of the quality of concrete, optional tests on beams for modulus of rupture at 72 + 2 hours or at 7 days or compressive strength tests at 7 days may be carried out in addition to 28 days compressive strength test. For this purpose, the values given in Table 4.6 may be taken for general guidance in the case of concrete mix with Ordinary Portland Cement. In all cases, the 28 days compressive strength specified in Table 4.3 shall alone be the criteria for acceptance or rejection of the concrete.

ADDITIONAL SPECIFICATIONS AND CONDITIONS (PART III)

1. SPECIFICATIONS

- 1.1 **The Ministry's Specifications for Road and Bridge Works (3rd/latest revision) will form part of the contract documents and the Contractor will be legally bound to the various specifications made therein unless and otherwise specially relaxed or varied wholly or partly through a special clause in the Contract document.**
- Such of those items for which suitable specifications are not available in the Ministry's specifications for Road and Bridges (3rd/latest Revision), specifications of relevant I. R. C. Code shall apply.**
- 1.2 **Such of those items for which suitable specifications are not available in the Ministry's Specifications for Road and Bridge (3rd/latest Revision), in any of the I. R. C. Codes or in C. P. W. D. Specifications, then specifications of Goa Schedule of Rates will be applicable.**

2. CONSTRUCTION EQUIPMENT :

- 2.1 **The methodology and equipment to be used on the project shall be furnished by the contractor to the Engineer well in advance of commencement of work and approval of the Engineer obtained to its adoption and use.**
- 2.2 **The Contractor shall have the following construction equipment commensurate with the period stipulated for completion.**
- | | | |
|---|-----|---------------------------------------|
| 1) Tar boiler of minimum capacity 25M. T. with Pneumatic tyres, oil fixed with blower and burner operated by diesel | | |
| 2) Hot mix plant 40/60 TPH Capacity | 3. | Paver Finisher with sensor device |
| 4) Vibratory road roller | 4) | Tendem roller |
| 6) Mechanical broom | 7) | Pressure Distributor |
| 8) Bulldozer 1No. | 9) | Concrete mixer 1 No. |
| 10) Wheel Loader 1 No. | 11) | 8 to 10 tones road roller 1 No. |
| 12) Tipper Trucks 5 Nos. | 13) | Electronic Weigh Balance |
| 14) Portable water tanker 2 Nos. | 15) | Bitumen Boiler |
| 16) Any other machinery required of the completion of work. | | |
- 2.3 **The Contractor shall give a trial run of the equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of work, if so desired by the Engineer.**
- 2.4 **All equipment provided shall be of proven efficiency and shall be operated and maintained at all time in a manner acceptable to the Engineer.**
- 2.5 **No equipment or personnel shall be removed from site without permission of the Engineer-in-charge.**
- 2.6 **The Contractor shall submit a list of equipments which will be used for carrying out the work with details such as capacity, make and year of manufacture.**
- 2.7 **The tenderer will have to mobilise the required machineries within 15 days from the date of commencement of the work failing which the work will be rescinded and the earnest money will be forfeited**

3. QUALITY CONTROL :

- 3.1 **The onus of achieving quality of work will be on the contractor as per section 900 of Ministry's Specifications (latest revision). The contractor, therefore, shall have his independent quality control laboratory**
- 3.2 **The Contractor's laboratory should be manned by a qualified material Engineer assisted by experienced technicians and the setup should be got approved by the Engineer.**
- 3.3 **The Contractor shall carry out quality control tests on the material and the work to the frequency stipulated in table 900-3 of Ministry's Specification and as directed by the Engineer-in-charge.**
- 3.4 **The Contractor shall keep at site at the time of execution of pavement works at least 3 nos. of camber boards of required camber and thickness (equivalent to uncompacted thickness of each layer of pavement). The agency shall also keep all times straight edge of 3 meters length which are rigid enough.**

4. WORK PROGRAMME AND METHODOLOGY OF CONSTRUCTION

1. **The Contractor shall furnish his programme of construction for each item for execution of the work with in the stipulated time schedule together with methodology of construction of each item of work and obtain the approval of the Engineer prior to actual commencement of work.**
2. **In case of slippage from the approved work programme at any stage, the Contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised programme.**

5. ARRANGEMENT FOR TRAFFIC DURING CONSTRUCTION.

1. Action for arrangement for traffic during construction will be taken by the Contractor as envisaged in the contract document and spelt out in clause 112 of Ministry's Specifications.
2. The work at all stages including regradings to be carried in one lane at a time allowing traffic along other lane. Flow of traffic is to be properly regulated but to be closed or diverted. Required number of caution boards shall be provided by the agency.

6. PUBLIC UTILITIES :

1. Action in respect of public utilities will be taken by the Contractor as envisaged in clause 100 of Ministry's Specification for Road and Bridge works (3rd revision) or latest.

7. OTHER CONDITIONS :

1. **The Contractor shall have his own qualified Engineer with experience to control the work at sites of testing, mixing and laying operations.**
2. R. C. C. hume pipes will be supplied by the Department free of cost at departmental stock yard near site of work.
3. **Land required for installing construction machinery, stacking construction material, housing labour etc. will have to be arranged by the agency at his/their cost.**
4. RCC hume pipes will have to be transported by the agency at their own cost to the actual place of laying at site.
5. **The work will have to be executed without stopping the traffic.** All arrangements should also be made by the Contractor for the safety of the traffic as directed by the Engineer-in-Charge.

8. Monsoon period is treated as the period from 1st June to 30th Sept. All other months of the year are treated as working months irrespective of weather conditions for counting the time period.

9. It is expressly understood that some electric poles are located on the works site and have to be shifted as the work progresses. This will not be treated as an hindrance to the work. If at all some poles cannot be removed the portion around that should be left out like dead men or any other arrangements as directed by the dept. If these cannot be removed two months before the time period the work held up for such arrangement, will be withdrawn from the scope of work and the compensation/claim on account of such poles shall be entertained.

10. The cutting of trees shall be done after the trees are specifically marked by the Department.

11. The work shall be planned and executed in such a way that the traffic on the highway is not affected. where necessary short diversions, construction in half sections etc. shall be resorted, (and nothing extra shall be payable for such arrangements). Besides this, effective traffic control shall be exercised.

12. Diversion boards/caution boards etc. shall be permanently displayed for guidance & safety of traffic by proper reflection signals and by lights in the day and night time. If such boards are not placed at suitable places department will place such boards and will be charged at Rs. 100/- per board per day. Decision of the Executive Engineer-in-charge of the work will be final in such cases.

Contractor

Executive Engineer

13. Excess excavated material shall be disposed off at site indicated by the dept in regular shapes and as per directions of the dept. Service roads, if necessary, within such sites shall be provided by the contractor and nothing extra is payable for arrangements.

14. Contractor will be responsible for the correct account of excavated serviceable and unserviceable materials. Any shortages found will be recovered at market rates decided by S. E. in - Charge of the work and decision of the S. E. will be final in this matter.

15. Setting out the work will be done with paint, centre line stones, two lane stones etc. as per decision of Engineer - in - Charge. All material and Labour required for the work will be provided by the Contractor and nothing extra is payable for these. The work is to be started after completing this setting out leveling and on preparing the working drawing and signing the level books jointly.

16. If the Contractor discovers any ambiguities, omissions, faults and other defects in the drawings, specifications or in other Contract documents, he shall immediately notify the same in writing to the Engineer -in - Charge who will resolve the ambiguity or correct the error and will notify the Contractor of the interpretations to be adopted. Decision of the Engineer - in - Charge is final and binding.

17. THE SITE FOR THE WORK IS AVAILABLE. : If any part of the site is not handed over, the scope of work shall stand restricted to that extent and the Contractor shall not have any claim whatsoever for the scope of work having been reduced from that envisaged in the N. I. T.

18. PROGRAMME OF WORK : Program of work in the form of Bar-Chart depicting details as to how the agency plans to complete the work within the period allowed for completion of work (as specified in the N. I. T.) shall be submitted along with the tenders.

In case of slippage from the approved work programme at any stage, the Contractor shall furnish revised programme to make up the slippage within the stipulated schedule and obtain the approval of the Engineer to the revised programme.

19. SALVAGE VALUE OF TREES :

Trees cut will be issued to the Contractor and salvage value at following rates will be recovered.

	Beyond 900mm girth		Up to 900mm girth	
i. Teak	Rs.	per tree	Rs.	per tree
ii. Jack fruit	Rs.	per tree	Rs.	per tree
iii. Mango	Rs.	per tree	Rs.	per tree
iv. Cashew	Rs.	per tree	Rs.	per tree
v. Coconut	Rs.	per tree	Rs.	per tree
vi. All other types of jungle wood	Rs.	per tree	Rs.	per tree

Before cutting the trees, they have to be identified/approved by the Engineer-in-Charge. The felled trees are to be transported only after obtaining transit pass from Forest Department. It is the responsibility of the Contractor to obtain transit passes.

20. The Contractor should make his own arrangement for procurement of asphalt from one of the Oil Corporations namely M/s. Indian Oil Corporation The Contractor shall produce documents such as Invoice/Bills with the name of work as having purchased the asphalt from one of these companies.

21. If for any asphaltic item addition of antistripping agent is found to be necessary & if it is not provided in the specification of the item then required quantity of antistripping agent will be issued to the Contractor by the Department free of cost. The Contractor shall add the antistripping agent to the hot mix material at hotmix plant as per directions of Engineer -in - Charge.

22. The contractor shall construct a site office and site laboratory of 90 sq. m. (Approximate) and shall provide 2 tables, 4 chairs, 2 fans and other necessary facilities in site office.

The site quality control laboratory will have facilities for the following tests, and shall be manned by a diploma holder in Civil Engineering having atleast 3 years experience.

The site laboratory will have facilities for the following tests :-

CONCRETE WORKS

- | | | |
|--------------------------------|-------|-------------------------|
| i. Sieve Analysis | ..... | As per IS 2386 (part I) |
| ii. Slump test | ..... | As per IS 516 |
| iii. Compressive strength Test | ..... | As per IS 516 |

EARTH WORKS.

- | | | |
|--------------------------------|-------|-------------------------|
| i. Liquid & Plastic Limit Test | ..... | As per IS 2720 (part v) |
| ii. Moisture content Test | ..... | As per IS 2720 (VII) |
| iii. CBR Test | ..... | As per IS 2720 (AVI) |
| iv. Density test | ..... | As per IS 2720 (VII) |

PAVEMENT WORKS

- | | | |
|---|-------|-------------------------|
| i. Aggregate Impact test | ..... | As per IS 2386 (IV) |
| ii. Grading | ..... | As per IS 2386 (I) |
| iii. Elongation and Flakiness Index value | ..... | As per IS 2386 (I) |
| iv. Bitumen Extraction test by Centrifuge | ..... | As per IS ASTM D - 2172 |
| v. a) Bitumen Penetration Value | ..... | As per ASTM. |
| a) Bitumen Consumption Value | ..... |  |
| vi. Marshall Stability test | ..... |  |
| vii. Field density test | ..... |  |
| viii. Water absorption test | ..... |  |

Above facilities/services are to be provided free of cost and no separate payment shall be made for the same.

23. No departmental Machinery will be issued for the works.

24. The Paver Finisher with electronic sensors only will be allowed on the work.

25. The Machinery required and deployed on the work shall be arranged and installed/commissioned at the cost of Contractor after obtaining requisite permission/licences/approvals from the concerned Department at his own cost and Department does not take any responsibility in this regard and no claim of any nature will lie against the Department.

26. For Hot Mix Works 60/70 grade asphalt or of lower penetration is only permitted. The use of 30/40 grade asphalt is recommended for hot mix works around roundabouts, steep slopes and where heavy wear and tear is expected. 80/100 shall only be used for tack coat purpose.

27. The contractor shall use the construction and demolition debris available from the nearby designated sites for construction and demolition debris, in the construction of the road embankments (as per IRC 121-2007) for state roads only. The cost of loading / unloading, transportation and removing the rubbish / dirt from the debris / waste shall be paid as per stipulated item of work / contract. (Circular No. 1-8-05/SSW-PWD/Vol. I/2018-19/306 dtd 13/07/2018).

Additional Conditions

25% payment of all RCC work shall be released only after satisfactory testing of water tightness of the reservoir. Arrangement of water for testing as required shall be the responsibility of the contractor at his own cost.

The Pipes to be supplied are to be inspected by the Department officials prior to the despatch in the factory. The Agency will have to make all the arrangement for pre-despatch inspection at his cost. All the expenditure towards travelling & accommodation etc of the Department officers will have to be borne by the agency.

Only 75% of the quoted amount shall be released after satisfactory testing and commissioning of pipeline, installation, testing and commissioning of pumps/motors etc. as the case may be.

Execution of works in stages.

The work shall be executed in a phased sequential manner from laying jointing and satisfactory testing for the lengths of 1km. or less in stages as directed by the Engineer in charge. Subsequent alignment shall not be given unless the previously aligned pipeline is tested as per specifications and conditions of contract. Arrangement of water for testing as required shall be the responsibility of the contractor.

Hire Charges of Plant and Machinery

Sr. No.	Description	Stipulated in agreement	Not stipulated in agreement
1.	Hot mix plant 30/50 TPH Capacity (Drum Mix type)	Rs.	Rs.
2.	Paver Finisher 4m ³ bucket capacity with vibrator	Rs.	Rs.
3.	Road Roller	Rs.	Rs.
4.	Hot mix asphalt plant 20/30 TPH capacity	Rs.	Rs.
5.	Paver finisher RM4 Model	Rs.	Rs.
6.	Mini Hot Mix Plant 6/10 TPH capacity (Moses & Moses make)	Rs.	Rs.
7.	Escorts JCB Excavator	Rs.	Rs.

Rates for items at Sr. No. 1 to 5 are for per day (7 hrs.) without fuel (circular No. 85/1/90-SSW/PWD/226 dt. 11.6.90, No. 2-3-80-CE-PWD-EO dt. 26.10.90 and No. 85/1/90-91 SSW-PWD/1241 dt. 27-3-91)

Rates for item at Sr. No. 6 are per hour (circular No. PWD/XV (NH)/Accts/8106/91-92/596 dt. 6/3/92)

Rate for item at Sr. No. 7 are per hour with/without fuel (circular No. 85/1/93-94-SSW/PWD/129 dt. 6.5.93.)

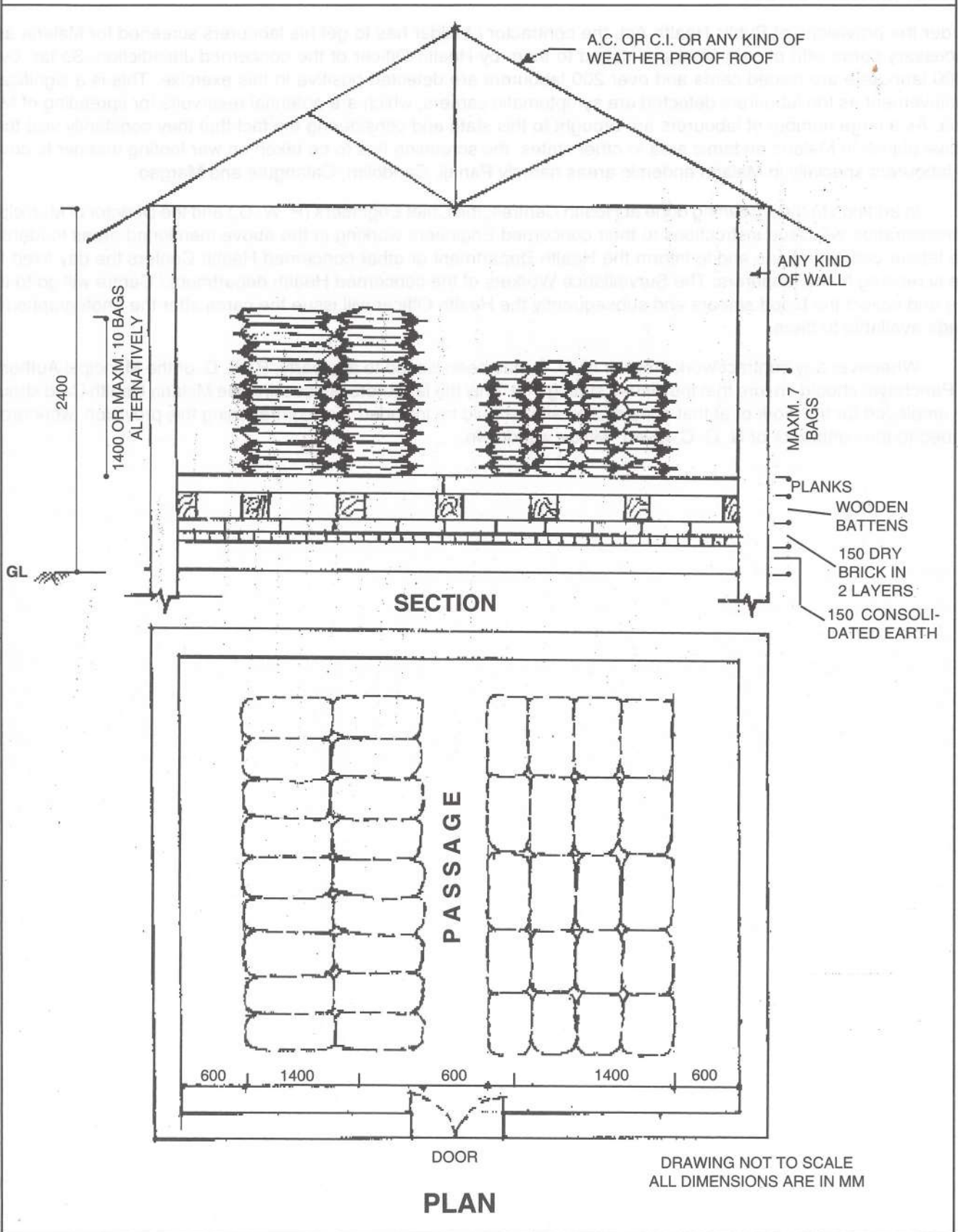
Contractor

Executive Engineer

SPECIAL CONDITIONS FOR HOT MIX WORKS :-

- I. The contractor shall own or arrange the following equipment, machinery on site/site of hot mix plant:
 - i) Hot mix plant of capacity 30 to 50 tonnes per hour.
 - ii) Field laboratory having essential equipments, for approval of hot mix to be used in the work, comprising equipments to conduct following test :
 - a) Set of Sieves
 - b) Marshall stability testing equipment.
 - c) Bituminous asphalt extractor.
 - d) Aggregate impact testing equipment.
 - e) Bituminous penetration testing equipment.
 - f) Thermometers etc.
 - iii) Paver Finisher with electronic Sensor device.
 - iv) Bitumin pressure sprayers.
 - v) Vibratory Roller, minimum one number per plant.
 - vi) Smooth wheeled rollers 80 to 100 KN static weight, minimum two numbers per plant.
 - vii) Tandam Rollers.
 - viii) Small vibratory roller/Plate Compactor/Power rammers, minimum 4 numbers.
- II. The Contractor should get approved the design mixes wherever required, from the Dept. well in advance. Raising and levelling of side shoulders should be done simultaneously with the work of hot mix. Use of mechanical sprayers for tack coats is mandatory.
- III. **Hot mix plant approved by the Dept. shall only be used on the work. Any private plant not possessing certificate of approval from the Dept. will not be allowed for use on the work.**
- IV. The required number of tests should be carried out by the Contractor and cost thereto should be borne by the Contractor Any Additional test directed by Engineer-in-charge should be carried out at the cost of the Contractor.
- V. **Hot mix plant shall be inspected and certified by the Committee set up by P.W.D. before commencement of the work.**
- VI.
 - 1) The bar chart, **if accompanying the tender document**, is mandatory & Contractor shall complete each item of the work and whole of the work within the time frame indicated in the bar chart.
 - 2) If the contractor shall fail to complete the separable portion of the works identified in the programme of works forming part of tender document or to complete the whole of the work within the periods and dates specified under the contract, the contractor shall pay to the P.W.D. as fix and agreed liquidated damages and not as penalty an amount of Rs. _____ for any and every calendar day (or part of a calendar day) including Sunday and holidays that the due quantity of works as envisaged in the said programme and or contract remains incomplete.
 - 3) The aggregate maximum of liquidated damages payable to the Employer under this clause shall subject to a maximum of 10% (ten percent) of the contract price.
 - 4) The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in his hands due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the work or from any other of his obligation and liabilities under the contract.

TYPICAL SITE CEMENT GODOWN



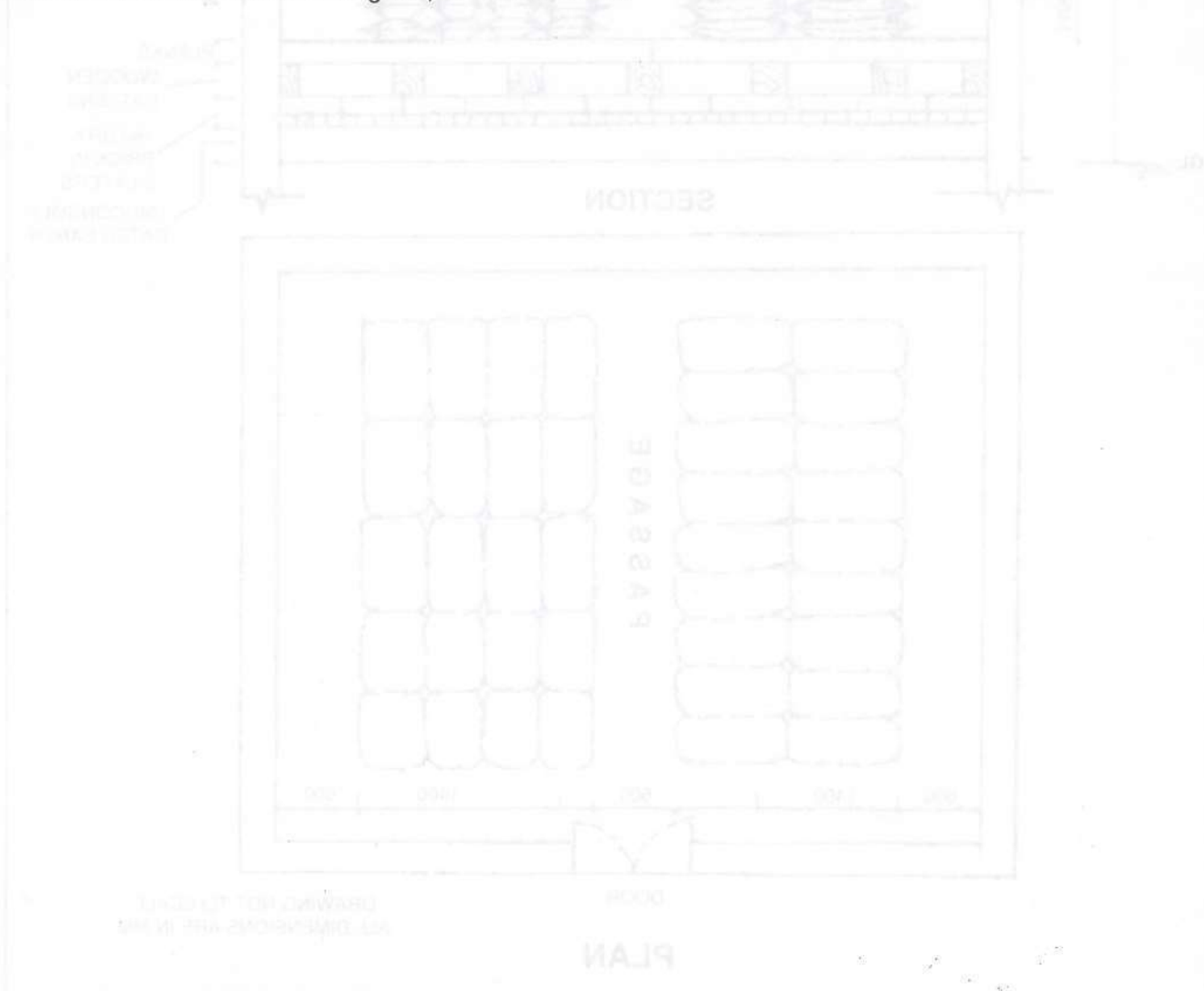
Extracts of the Minutes of Meeting of the Task Force Committee on Malaria held in the Conference Hall, Secretariat on 15-07-1997 are transcribed below :

1. Issue of Health Cards :

Under the provisions of Public Health Act, the contractor / builder has to get his labourers screened for Malaria and necessary cards with photographs are issued to them by Health Officer of the concerned Jurisdiction. So far, over 5000 labourers are issued cards and over 200 labourers are detected positive in this exercise. This is a significant achievement as the labourers detected are symptomatic carriers, which are potential reservoirs for spreading of Malaria. As a large number of labourers are brought to this state and considering the fact that they constantly visit their native places in Malaria endemic area in other states, the screening has to be taken on war footing manner to cover all labourers specially in Malaria endemic areas namely Panaji, Candolim, Calangute and Margao.

In addition to the screening done at Health Centres, the Chief Engineers (P. W. D.) and the Director of Municipal Administration will issue instructions to their concerned Engineers working in the above mentioned areas to identify the labour concentrations and to inform the Health Department or other concerned Health Centers the day fixed for the screening of the labourers. The Surveillance Workers of the concerned Health department / Centre will go to the site and collect the blood smears and subsequently the Health Officer will issue the cards after the photographs are made available to them.

Whenever any contract/work order or N. O. C. has been issued to any party, P. W. D. or the Municipal Authority or Panchayat should ensure that the clause stating that "only the labourers possessing the Malaria Health Card should be employed for the work or at that construction site" should be included. For contravening this provision, work order issued to the contractor or N. O. C. given, will be withdrawn.



Contractor

Executive Engineer

GTP 11KV XLPE Cable

Sr. No	Particulars	11KV XLPE Cable of following			
		3cx300SQ.MM	3cx185SQ.MM	3cx120SQ.MM	3CX95SQ.MM
1	Voltage Grade	11kv (E)	11kv (E)	11kv (E)	11 kv (E.)
2	Type of cable.	Stranded Aluminium Conductor, Screened XLPE Insulated Extruded Semiconducting compound, water swellable tape, copper tape, Extruded PVC Inner Sheathed, GI flat strip armoured bound by rubberized cotton tape and PVC Outer sheathed	Stranded Aluminium Conductor, Screened XLPE Insulated Extruded Semiconducting compound, water swellable tape, copper tape, Extruded PVC Inner Sheathed, GI flat strip armoured bound by rubberized cotton tape and PVC Outer sheathed	Stranded Aluminium Conductor, Screened XLPE Insulated Extruded Semiconducting compound, water swellable tape, copper tape, Extruded PVC Inner Sheathed, GI flat strip armoured bound by rubberized cotton tape and PVC Outer sheathed	Stranded Aluminium Conductor, Screened XLPE Insulated Extruded Semiconducting compound, water swellable tape, copper tape, Extruded PVC Inner Sheathed, GI flat strip armoured bound by rubberized cotton tape and PVC Outer sheathed
3	Conductor				
a	Material.	H2/H4 grade aluminium conductors per IS:8130-1984 with up to date amendment	H2/H4 grade aluminium conductors per IS:8130-1984 with up to date amendment	H2/H4 grade aluminium conductors per IS:8130-1984 with up to date amendment	H2/H4 grade aluminium conductors per IS:8130-1984 with up to date amendment
b	No.of cores & size	3cx300SQ.MM	3cx300SQ.MM	3cx300SQ.MM	3CX95SQ.MM
c	Minimum Number of strands/ Diameter (in mm) of wires	36/3.28	36/2.65	18/2.94	18/2.65
d	Shape of conductor	Stranded Compacted Circular	Stranded Compacted Circular	Stranded Compacted Circular	Stranded Compacted Circular
4	Conductor screen:	Extruded Semi Conducting Compound(min thickness 0.3mm)	Extruded Semi Conducting Compound(min thickness 0.3mm)	Extruded Semi Conducting Compound(min thickness 0.3mm)	Extruded Semi Conducting Compound(min thickness 0.3mm)
5	Insulation				
a	Material.	XLPE Insulation as per IS:7098(Part-II)-2011, with up to date amendment	XLPE Insulation as per IS:7098(Part-II)-2011, with up to date amendment	XLPE Insulation as per IS:7098(Part-II)-2011, with up to date amendment	XLPE Insulation as per IS:7098(Part-II)-2011, with up to date amendment
b	Nom. Thickness	3.6mm	3.6mm	3.6mm	3.6mm
6	Insulation screen.				
a	Non-metallic part	Extruded Semi Conducting compound Layer(min thickness 0.3mm)	Extruded Semi Conducting compound Layer(min thickness 0.3mm)	Extruded Semi Conducting compound Layer(min thickness 0.3mm)	Extruded Semi Conducting compound Layer(min thickness 0.3mm)
b	Water Swellable tape	Semi conducting water swellable tape	Semi conducting water swellable tape	Semi conducting water swellable tape	Semi conducting water swellable tape

Sr. No	Particulars	11KV XLPE Cable of following			
		3ex300SQ.MM	3ex185SQ.MM	3ex120SQ.MM	3CX95SQ.MM
c	Metallic Part	Copper Tape(min thickness 0.045mm) with standard overlap	Copper Tape(min thickness 0.045mm) with standard overlap	Copper Tape(min thickness 0.045mm) with standard overlap	Copper Tape(min thickness 0.045mm) with standard overlap
d	Identification of cores	By using coloured strips as per Cl.13 of IS:7098(II)-1985, with up to date amendment	By using coloured strips as per Cl.13 of IS:7098(II)-1985, with up to date amendment	By using coloured strips as per Cl.13 of IS:7098(II)-1985, with up to date amendment	By using coloured strips as per Cl.13 of IS:7098(II)-1985, with up to date amendment
7	Inner Sheath				
a	Material.	Extruded PVC Compound ST- 2 as per IS 5381-1984, with up to date amendment	Extruded PVC Compound ST- 2 as per IS 5381-1984, with up to date amendment	Extruded PVC Compound ST- 2 as per IS 5381-1984, with up to date amendment	Extruded PVC Compound ST- 2 as per IS 5381-1984, with up to date amendment
b	Minimum Thickness	0.7mm	0.7mm	0.6mm	0.6mm
c	Process of applying	Extrusion	Extrusion	Extrusion	Extrusion
8	Armouring				
a	Material	Galvanized Flat steel Strip (Flat wire) as per IS-3975:1979, with up to date amendment	Galvanized Flat steel Strip (Flat wire) as per IS-3975:1979, with up to date amendment	Galvanized Flat steel Strip (Flat wire) as per IS-3975:1979, with up to date amendment	Galvanized Flat steel Strip (Flat wire) as per IS-3975:1979, with up to date amendment
b	Nom.Dia (mm)	4.0 x 0.80	4.0 x 0.80	4.0 x 0.80	4.0 x 0.80
c	Armouring Area Coverage	90%(min), the gap between any two armour wire shall not be more than 2mm	90%(min), the gap between any two armour wire shall not be more than 2mm	90%(min), the gap between any two armour wire shall not be more than 2mm	90%(min), the gap between any two armour wire shall not be more than 2mm
d	Rubberized Cotton Tape	RC tape to be provided to bind armour wires. Min thickness 0.2mm	RC tape to be provided to bind armour wires. Min thickness 0.2mm	RC tape to be provided to bind armour wires. Min thickness 0.2mm	RC tape to be provided to bind armour wires. Min thickness 0.2mm
9	Outer Sheath				
a	Material	Extruded PVC Compound ST- 2 as per IS 5381-1984, with up to date amendment	Extruded PVC Compound ST- 2 as per IS 5381-1984, with up to date amendment	Extruded PVC Compound ST- 2 as per IS 5381-1984, with up to date amendment	Extruded PVC Compound ST- 2 as per IS 5381-1984, with up to date amendment
b	Minimum Thickness/Nominal thickness (mm)	2.68mm	2.36mm	2.2mm	2.04mm
10	Approximate Overall Dia of Cable (mm)	74.5mm	64.0mm	56.5mm	54.6mm
11	Tolerance on Dia (mm)	3 mm (+or-)	3 mm (+or-)	3 mm (+or-)	3 mm (+or-)
12	Standard Length with Tolerance	500 meters + or -5%	500 meters + or -5%	500 meters + or -5%	500 meters + or -5%

Sr. No	Particulars	11KV XLPE Cable of following			
		3cx300SQ.MM	3cx185SQ.MM	3cx120SQ.MM	3CX95SQ.MM
13	Dimensions & Drawing of the cable Drum	to be furnished by bidder at the time of dispatch based on the length of cable	to be furnished by bidder at the time of dispatch based on the length of cable	to be furnished by bidder at the time of dispatch based on the length of cable	to be furnished by bidder at the time of dispatch based on the length of cable
14	Equivalent Effective Impedance of the cable(Ohms/Km)	0.1	0.227	0.337	0.4
15	Equivalent Effective Capacitance of the cable(mF/Km)	0.29	0.36	0.31	0.29
16	Short Circuit Capacity for one sec (KA)	28.2	17.45	11.32	9
17	Max.DC Resistance at 20 degree centigrade (ohm/Km)	0.1	0.164	0.253	0.32
18	Short time O/L capacity For 1hr, 24hrs & 72hrs in Amperes	Maximum 130 degree C for duration of 100 Hrs in any 12 consecutive months and 500 hours in lifetime of the cable	Maximum 130 degree C for duration of 100 Hrs in any 12 consecutive months and 500 hours in lifetime of the cable	Maximum 130 degree C for duration of 100 Hrs in any 12 consecutive months and 500 hours in lifetime of the cable	Maximum 130 degree C for duration of 100 Hrs in any 12 consecutive months and 500 hours in lifetime of the cable
19	Continuous Current Rating of the cable when laid (in Amps)				
a	Direct in ground at 30 deg.C	355 Amps	273 Amps	216 Amps	190 Amp
b	In Air at 40 deg.C	450 Amps	330 Amps	256 Amps	230 Amp
c	in ducts at 30 deg.C	312 Amps	240 Amps	188 Amps	165 Amp

APPROVED



Chief Electrical Engineer
Govt. of Goa
Vidhyut Bhaver
Panaji - Goa

Sr. No	Particulars	11KV XLPE Cable of following			
		3cx300SQ.MM	3cx185SQ.MM	3cx120SQ.MM	3CX95SQ.MM
20	Marking on outer sheath	Manufacturer's name and/ or trade name, Voltage grade, Year of manufacture, cable size i.e no of cores x nominal cross sectional area in sqmm, shall be embossed on outer sheath at an interval not exceeding one meter and sequential length marking shall be embossed on outer sheath at every meter.	Manufacturer's name and/ or trade name, Voltage grade, Year of manufacture, cable size i.e no of cores x nominal cross sectional area in sqmm, shall be embossed on outer sheath at an interval not exceeding one meter and sequential length marking shall be embossed on outer sheath at every meter.	Manufacturer's name and/ or trade name, Voltage grade, Year of manufacture, cable size i.e no of cores x nominal cross sectional area in sqmm, shall be embossed on outer sheath at an interval not exceeding one meter and sequential length marking shall be embossed on outer sheath at every meter.	Manufacturer's name and/ or trade name, Voltage grade, Year of manufacture, cable size i.e no of cores x nominal cross sectional area in sqmm, shall be embossed on outer sheath at an interval not exceeding one meter and sequential length marking shall be embossed on outer sheath at every meter.

APPROVED


 Chief Electrical Engineer
 Govt. of Goa
 Vidhyut Bhavan
 Panaji - Goa

CAUTION



11000 VOLTS

NOT DIG DO NOT DIG DO NOT DIG DO NOT
11000 VOLTS LIVE CABLE UNDERNEATH 30 CM (1 FEET) BELOW

NOTE:

- 1 ALL DIMENSIONS ARE IN mm
- 2 PRE-WARNING WHITE COLOUR PLASTIC/PVC TAPE
200mm WIDE, 100 MICRONS THICK
- 3 WARNING TAPE COULD BE WHITE IN COLOUR WITH RED
LETTERS AND SHALL CARRY THE LEGEND
PRINTED IN RED CONTINUOUSLY AS PER THE
SPECIMEN SHOWN ABOVE

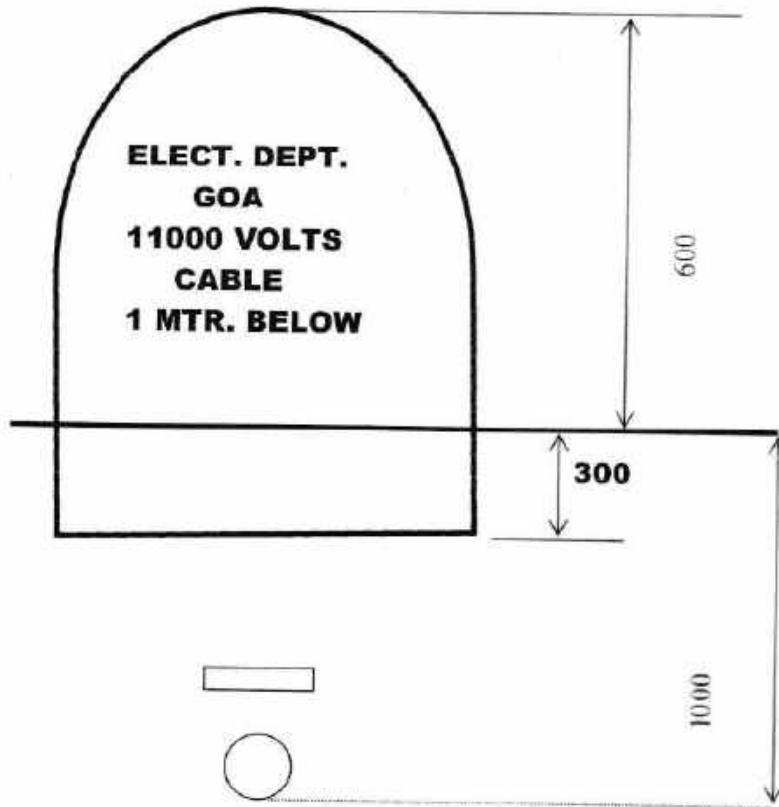
TITLE: WARNING TAPE			
DIV: IV MARGAO	APPD:	DATE: 01.11.06	
DRN: MARIO (JE)	SCALE: NTS	SHEET: 1 OF 1	
CKD: PETER FERNANDES (E E)	DRG NO: DIV IV/UG-1		

APPROVED

[Signature]
 Chief
 Govern
 Vidyut Bhavan
 Panaji GA.

[Handwritten signature]

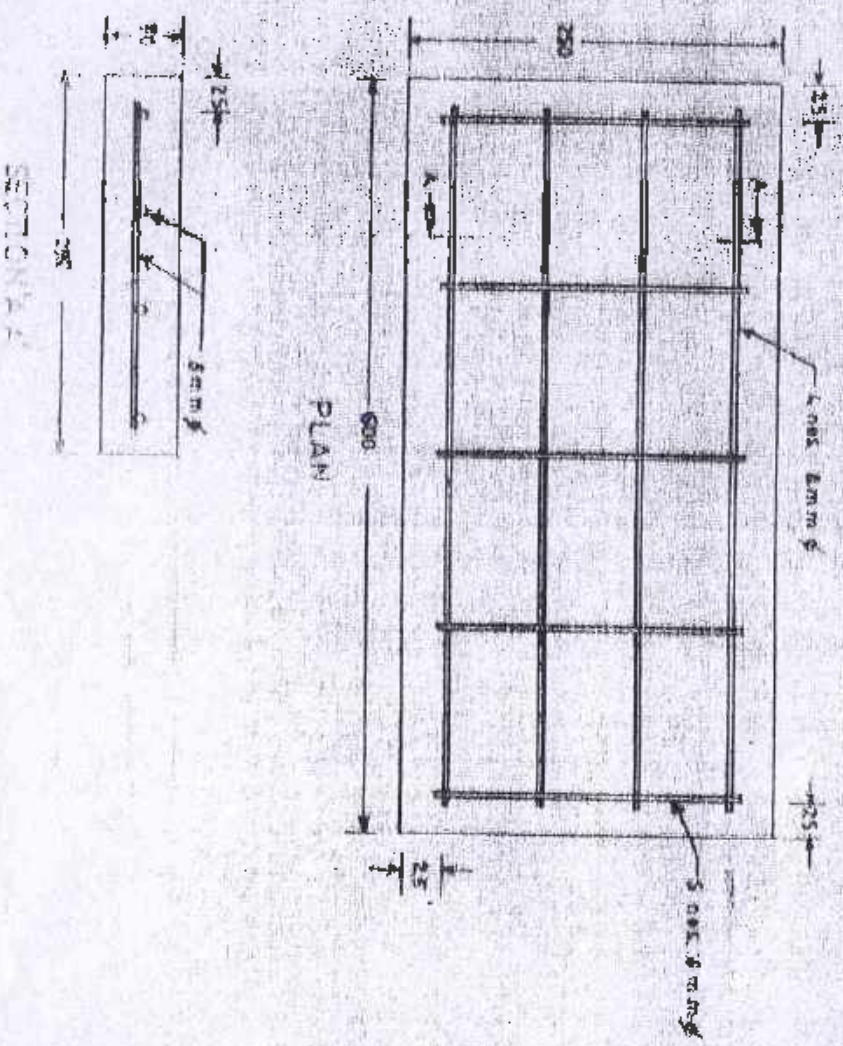
CABLE ROUTE MARKER



STONE/RCC MARKER 100 mm thick

TITLE		CABLE MARKER	
DIV: IV MARGAO	APPD	DATE	01.11.06
DRN: MARIO	SCALE:NTS	SHEET: 1 OF 1	
CKD: PETER FERNANDES	DRG NO:DIV IV/UG2	REV	

TYPICAL DRAWING SHOWING DETAILS OF PROTECTIVE RCC SLAB FOR LAYING OVER HT/LT CABLES.



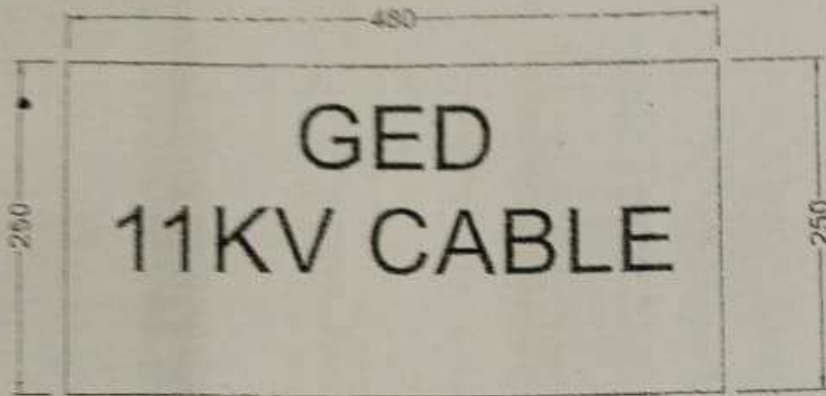
- NOTE**
1. Concrete shall be of M-20 grade.
 2. Test reports should be produced for conformity of strength to the Engineer in charge for approval and use at site.
 3. Each RCC slab shall be engraved as GEO, HT/LT cables.

ALL DIMENSIONS ARE IN MM.

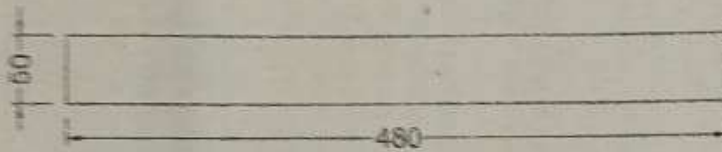
OFFICE OF THE
SUPERVISING ENGINEER (HT/LT)

10/07/2017

TYPICAL DRAWING SHOWING DETAILS OF
PROTECTIVE CONCRETE SLAB
FOR LAYING OVER HT/LT CABLES



PLAN

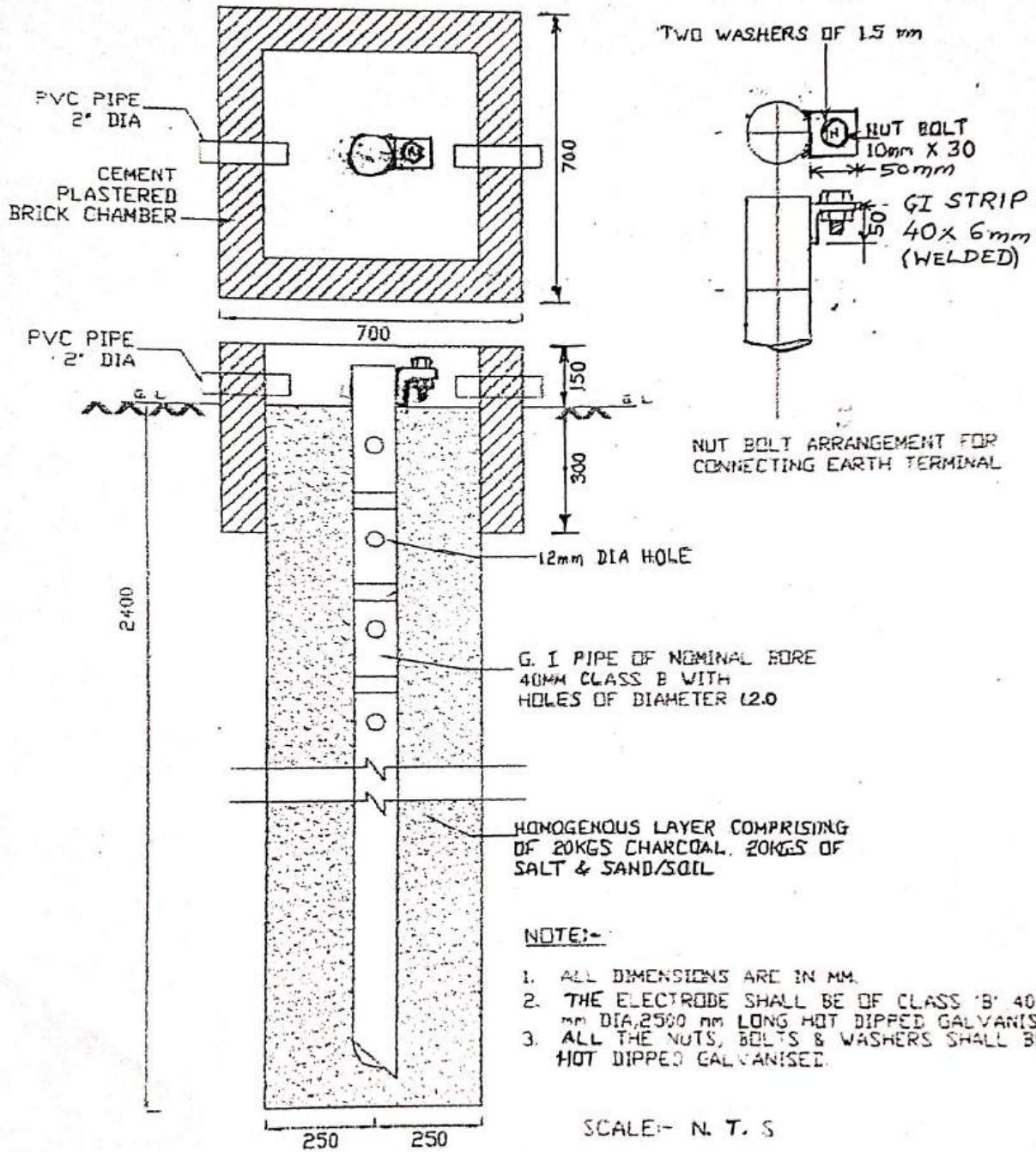


NOTE

1. Concrete shall be of M30 grade
2. Each slab shall be engraved as GED - 11KV CABLE
3. Dimensional tolerance = ± 2 mm



The Concrete slab shall be machine made using Semi dry concrete that is batched in a fully automatic PLC controlled concrete batching plant and cast in a fully automatic "Vibro -Press" machine with high vibration frequency and hydraulic pressure of 40MT the size of slab shall be 480mmX 250mm x50mm(± 2 mm) and the concrete grade shall be M30 adhering to IS 456:2000 and shall have a minimum crushing strength of 30N/mm² (28 days strength) when tested.



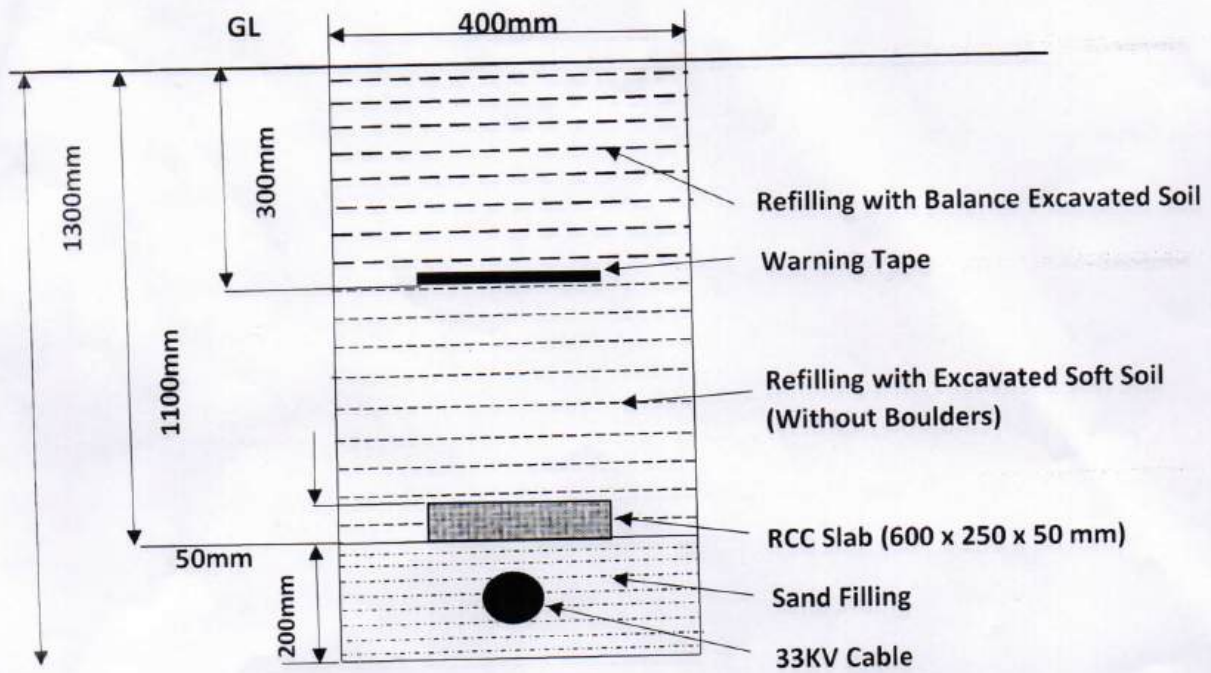
TITLE:-

TYPICAL ARRANGEMENT OF ELECTRODE (PIPE) TYPE EARTHING AS PER IS 3043-1987

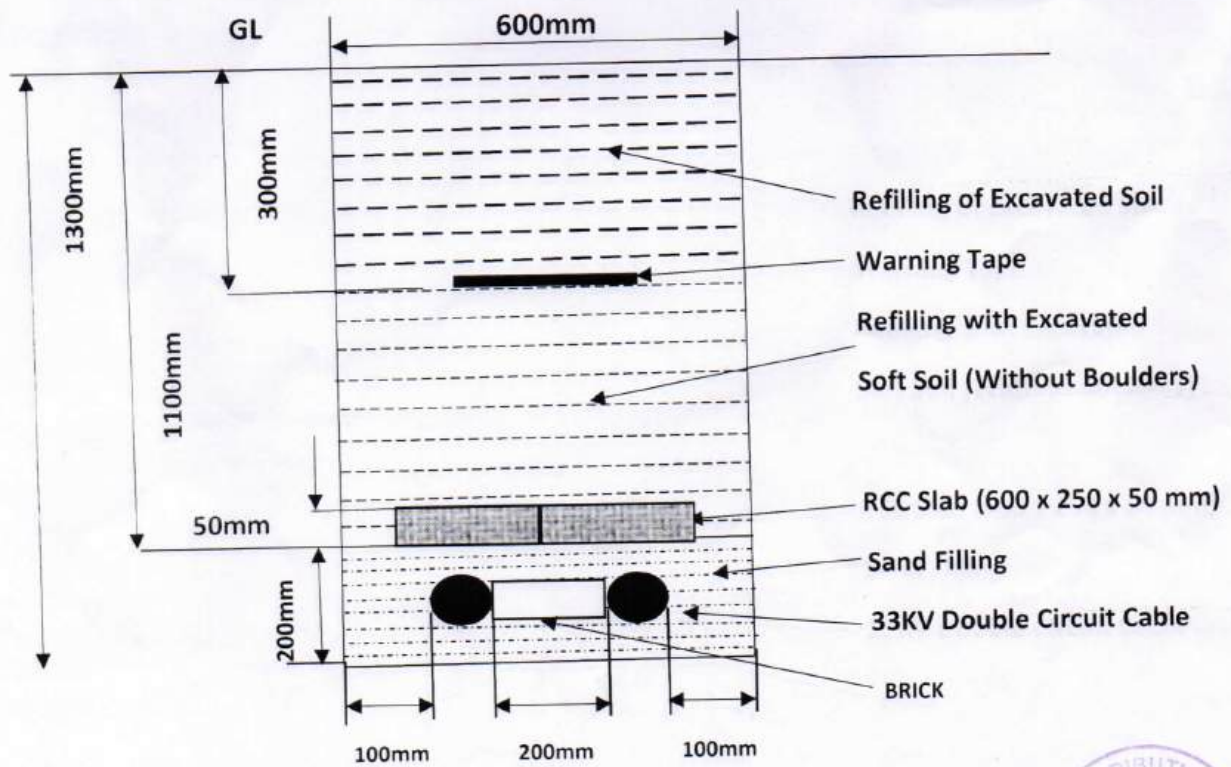
APPROVED

Executive Engineer.
Division - V, Bicholim

Single Circuit 33KV Cable Trench



Double Circuit 33KV Cable Trench



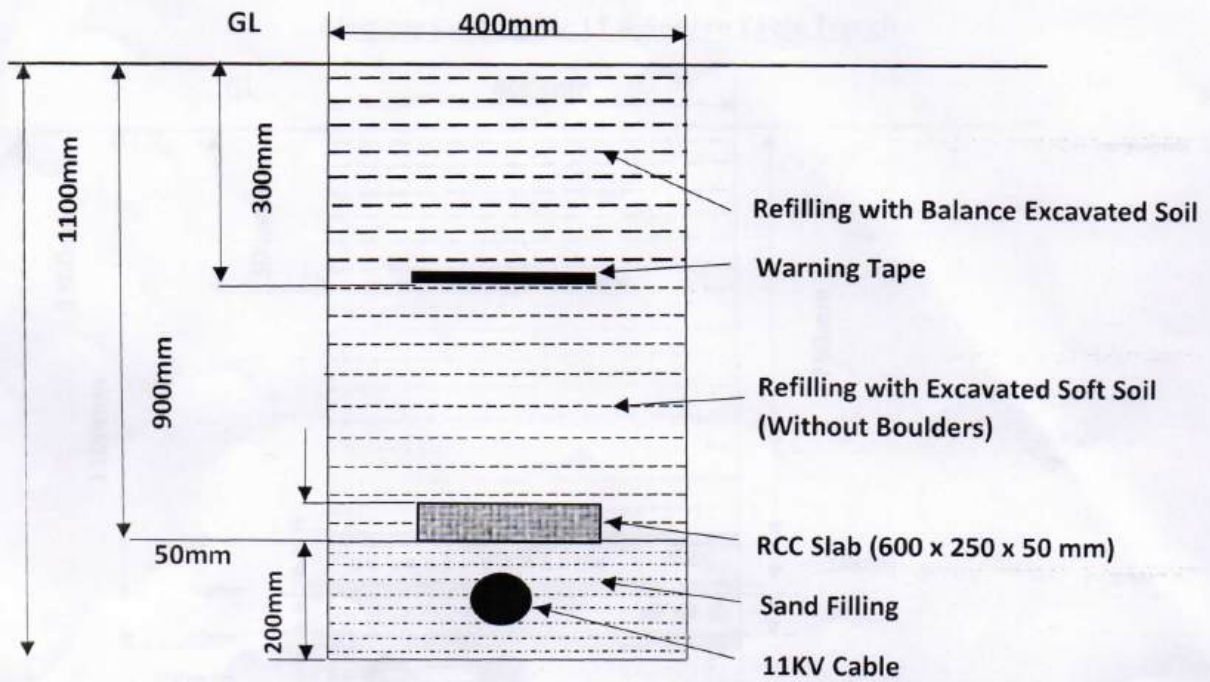
APPROVED

Chief Electrical Engineer

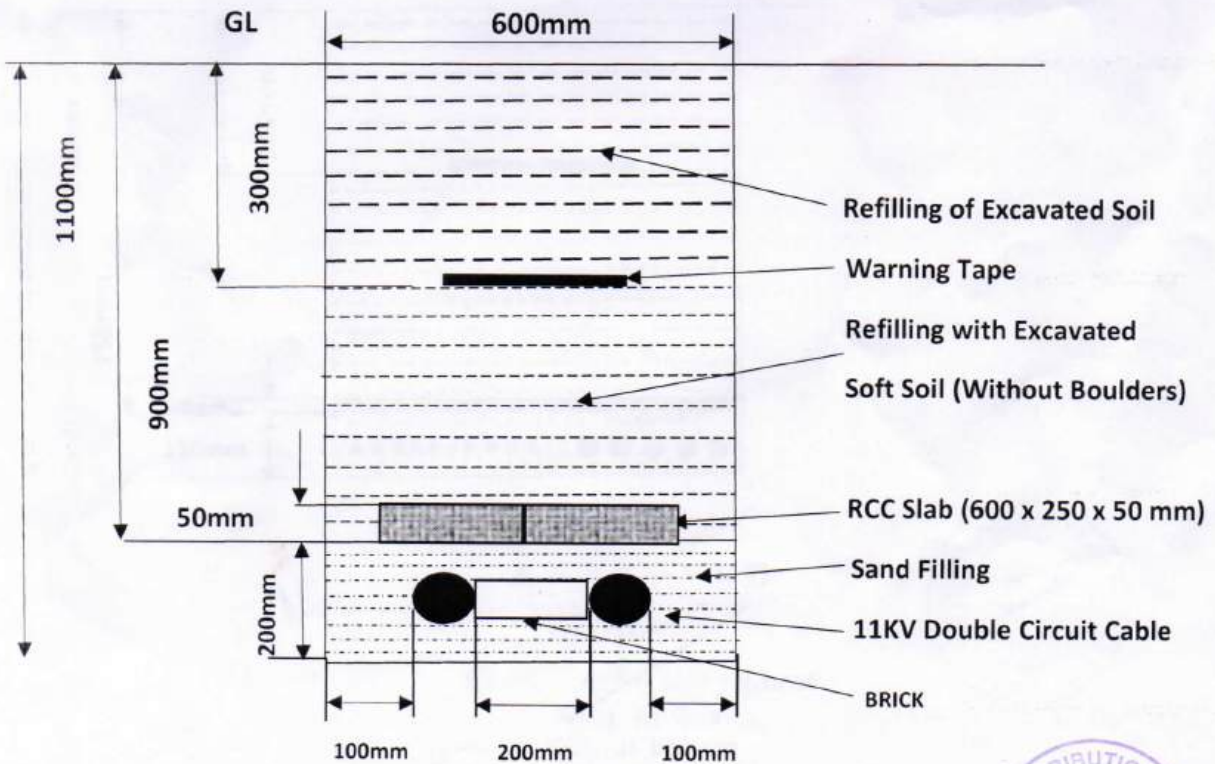
Govt. of Goa
V. S. ...



Single Circuit 11KV Cable Trench



Double Circuit 11KV Cable Trench



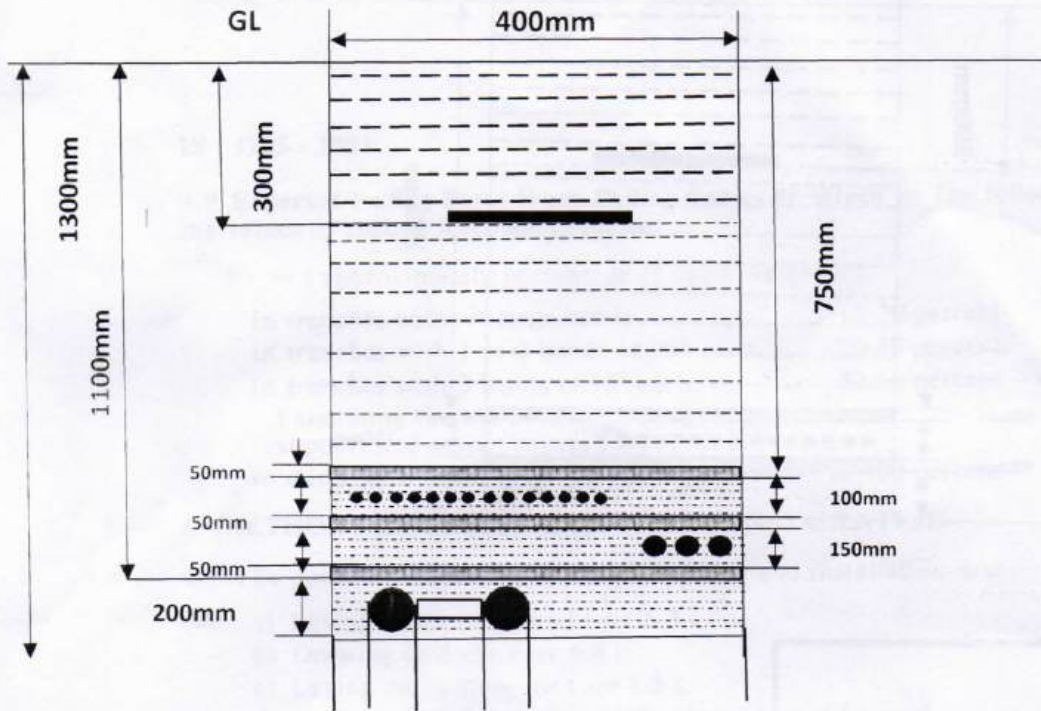
APPROVED

Chief Electrical Engineer

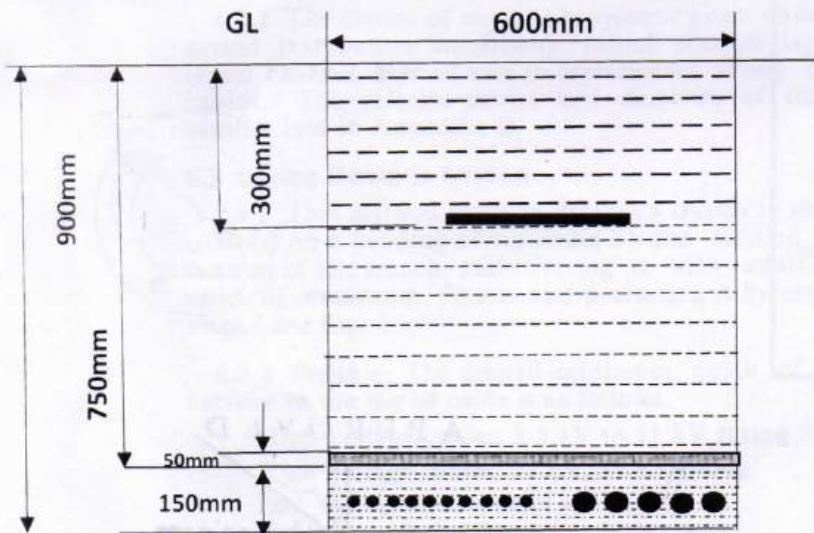
Goa
M. B. Chavan



Multiple Cable 11KV, LT & Service Cable Trench



Multiple Circuit LT & Service Cable Trench



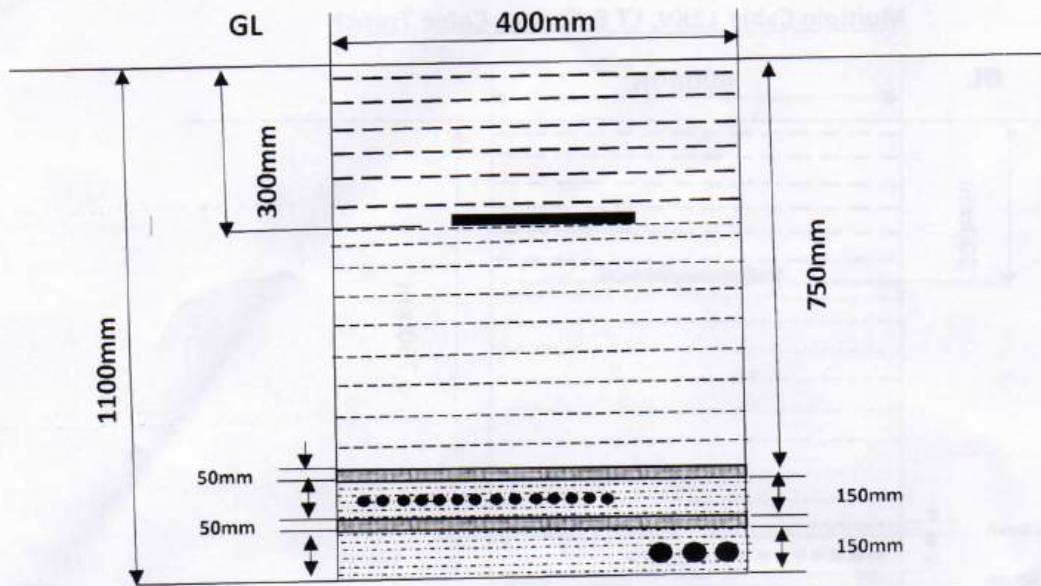
APPROVED

Chief Electrical Engineer

Govt. of Goa
Vidhyut Bhavan
Panaji - Goa



Multiple Cable LT & Service Cable Trench



INDEX: -	
	RCC Protective Cover
	11KV Cable
	LT Cable
	Service Cable
	Warning Tape
	Sand Filling
	Refilling with Excavated soft Soil (Without Boulder)
	Refilling with Balance Excavated Soil



APPROVED

Chief Electrical Engineer

Via.
 Panaji - Goa



GOVERNMENT OF GOA
ELECTRICITY DEPARTMENT
OFFICE OF THE CHIEF ELECTRICAL ENGINEER
3rd FLOOR, VIDYUT BHAVAN, PANAJI – GOA



Phone No: (0832)2224680

Fax No : (0832)2222354

Email Id:cee-elec.goa@nic.in

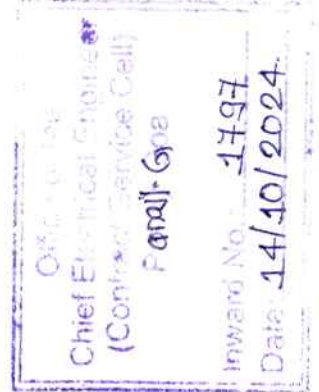
No. CEE/TECH/PLG/Vendor/2024-25/ 839

Dated: 14/10/2024

To,
The Superintending Engineer,
Elect. Circle I(S)/ II(N),
Margao/Panaji

Sub: Approved list of Makes /Vendors.

Ref: - CEE/TECH/PLG/Vendor/2024-25/559 dated 21/08/2024.



Sir,

With reference to the Approved list of Makes/Vendors for Electricity Department circulated vide no. CEE/TECH/PLG/Vendor/2024-25/559 dated 21/08/2024, approval of the undersigned is hereby conveyed for the inclusion of M/s R.R. Ispat make & M/s Vakrangee Metal & Minerals make Streetlight Poles/Steel to be used for all Structural & Transmission infrastructure including Towers, in addition to the existing approved makes.

The same may be noted for records and needful.

Yours Faithfully,

(Stephen Fernandes)
Chief Electrical Engineer

- Copy to: 1. M/s R.R. Ispat, 428/2, Phase-I, Industrial Area, Sitara, Raipur-493111, Chhattisgarh, India.
2. M/s Vakrangee Metal & Minerals pvt ltd, Tilda, Raipur.
3. The Superintending Engineer (Planning/Commercial)
4. The Executive Engineer (CSC/Planning/CVC/Commercial/EHV/ Energy Monitoring/QC&S).
5. The Executive Engineer, Division: I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XVI, XVII), Panaji, Margao, Ponda, Bicholim, Mapusa, Curchorem, Thivim, Ponda, Vasco, Xeldem, Kadamba, Verna.

Circular



GOVERNMENT OF GOA
ELECTRICITY DEPARTMENT
OFFICE OF THE CHIEF ELECTRICAL ENGINEER
3rd FLOOR, VIDYUT BHAVAN, PANAJI – GOA



Phone No: (0832)2224680

Fax No : (0832)2222354

Email Id:cee-elec.goa@nic.in

No. CEE/Tech/Plg/Vendor/2024-25/1444

Date: 27/02/2025

✓ To,
The Superintending Engineer,
Elect. Circle I(S)/ II(N),
Margao/Panaji.

Sub: Approved list of Makes / Vendors.

Ref: CEE/TECH/PLG/Vendor/2024-25/559 dated 21/08/2024.

With reference to the Approved list of Makes/Vendors for Electricity Department circulated vide no. CEE/TECH/PLG/Vendor/2024-25/559 dated 21/08/2024, approval of the undersigned is hereby conveyed for the inclusion of M/s Rohitra India Pvt Ltd make 11/0.433KV Distribution Transformer & M/s Infinity Electrical Solution, Mapusa make LT Panels, in addition to the existing approved makes.

The same may be noted for records and needful.

(Stephen Fernandes)
Chief Electrical Engineer

Copy to:

- 1) M/s Rohitra India Pvt Ltd, 201, Finswell, S.No 208/1A, Sakore Nagar, Near Bajaj FinServ, Pune 411014
- 2) M/s Infinity Electrical Solution, Near Alankar Theater Angod Mapusa goa.
- 3) The Superintending Engineer (Planning/Commercial).
- 4) The Executive Engineer (CSC/Planning/CVC/Commercial/EHV/Energy Monitoring/QC&S).
- 5) The Executive Engineer, Division: I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XVI, XVII), Panaji, Margao, Ponda, Bicholim, Mapusa, Curchorem, Thivim, Ponda, Vasco, Xeldem, Kadamba, Verna.



GOVERNMENT OF GOA
ELECTRICITY DEPARTMENT
OFFICE OF THE CHIEF ELECTRICAL ENGINEER
3rd FLOOR, VIDYUT BHAVAN, PANAJI – GOA



Phone No: (0832)2224680

Fax No : (0832)2222354

Email Id:cee-elec.goa@nic.in

No. CEE/TECH/PLG/Vendor/2024-25/ 559

Dated: 21/08/2024

To,
The Superintending Engineer,
Elect. Circle I(S)/ II(N),
Margao/Panaji

Sub: Approved list of Makes /Vendors.
Ref: -60/4/VA/CEE/Tech/23-24/635 dt-29/08/2023.

Sir,

Consequent upon the meeting of the Vendor Approval Committee held on 24th July 2024,
the updated list of all the approved makes is as follows:

Sr No	Equipment/Materials	Makes Approved
1a	Power/Auto Transformers 220/110KV	CG POWER AND INDUSTRIAL SOLUTIONS
		TOSHIBA
		VOLTAMP TRANSFORMERS LTD
		ATLANTA ELECTRICALS PVT LTD
		SIEMENS
		ABB/HITACHI
		SCHNEIDER
GENERAL ELECTRIC		
1b	Power Transformers 33/11KV 6.3 &10 and 20 MVA	SCHNEIDER
		CG POWER AND INDUSTRIAL SOLUTIONS
		TOSHIBA
		VOLTAMP TRANSFORMERS LTD
2	Distribution Transformers 11/0.433V, 100KVA & 200KVA,400KVA TO 630KVA	STANELEC PVT LTD
		SHREE DATTA ELECTRICALS
3	33KV/0.433V Station Transformers	DIGVIJAY INDUSTRIES
		KIRLOSKAR ELECTRIC
4	Transformer Oil	TRANSLITE ENERGY LTD
		SAVITA OIL TECHNOLOGIES LTD.
		GANDHAR OIL
		APAR OIL
		COLUMBIA PETRO CHEMICALS
PUBLIC SECTOR OIL COMPANIES		

5	EHV C&R panels for 220 KV, 110 KV, 33 KV level (System Houses of the OEM are not permitted to supply any equipment to the Department)	SIEMENS
		ABB/HITACHI
		SCHNEIDER
		CG POWER AND INDUSTRIAL SOLUTIONS
		ASHIDA
		LAURITZ KNUDSEN ELECTRICALS & AUTOMATION
6(a)	33 KV CB panels (System Houses of the OEM are not permitted to supply any equipment to the Department)	SIEMENS
		ABB/HITACHI
		SCHNEIDER
		CG POWER AND INDUSTRIAL SOLUTIONS
		LAURITZ KNUDSEN ELECTRICALS & AUTOMATION
6(b)	11KV CB panels (System Houses of the OEM are not permitted to supply any equipment to the Department)	SCHNEIDER
		SIEMENS
		CG POWER AND INDUSTRIAL SOLUTIONS
		ABB/HITACHI
		LAURITZ KNUDSEN ELECTRICALS & AUTOMATION
		KRISCONTROL
6(c)	LT Panels	OHM ENGINEERS
		KRISCONTROL
		SUNCONTROL
		CONTROLTEC ELECTRICALS
		LIFT CONTROLS PVT.LTD.
		CLASSIC ELECTRICALS
		SHIVAM COMBINES
		NITYA ELECTROCONTROLS PVT LTD
		DB ELECTRICALS
		POWER ENGINEERING PVT LTD
7	RMU for 33 KV & 11KV with motorized operations and SCADA compatible	LUCY ELECTRIC
		SCHNEIDER
		ABB/HITACHI
		SIEMENS
		CG POWER AND INDUSTRIAL SOLUTIONS
		LAURITZ KNUDSEN ELECTRICALS & AUTOMATION
8	220KV, 110KV, 33KV, 11KV Circuit breakers (Outdoor)	SIEMENS
		CG POWER AND INDUSTRIAL SOLUTIONS
		GE
		ABB/HITACHI
		SCHNEIDER

9	Energy Meter, 3 Phase	SCHNEIDER
		SECURE
		LANDIS & GYR (L & G)
10	Energy Meter, 1 Phase	SCHNEIDER
		SECURE
		LANDIS & GYR (L & G)
11 (a)	CT & PTS 220KV and 110 KV 1. Resin cast 2. Oil cooled	ICGL
		MEHRU
		AUTOMATIC ELECTRIC LTD
		CGL POWER AND INDUSTRIAL SOLUTIONS
		PRAGATI
		SCT LIMITED
11 (b)	CT & PTS 33KV and 11 KV 1. Resin cast 2. Oil cooled	PRAGATI
		KAPPA
		CGL POWER AND INDUSTRIAL SOLUTIONS
		KALPA
		GOA ELECTRIC
		VIDYUT UDYOG
		MEHRU
		SCT LIMITED
		PARAS POWER ENGINEERING
AUTOMATIC ELECTRIC LTD		
12 (a)	33KV Cable End termination Kit and straight through jointing kits.	RAYCHEM
		BEHR BIRCHER CELLPACK BBC INDIA PVT LTD
		3M
12 (b)	11 KV Cable End termination Kit and straight through jointing kits.	RAYCHEM
		BEHR BIRCHER CELLPACK BBC INDIA PVT LTD
		3M
13	KIT KAT fuses (as per specification/ IS/ Drawings)	ABB/HITACHI
		SIEMENS
		LAURITZ KNUDSEN ELECTRICALS & AUTOMATION
14	ISOLATORS 33KV, 220KV & 110KV (with motorized operation)	GR SWITCH GEAR LTD.
		S & S POWER SWITCHGEAR LIMITED, CHENNAI
		ABB/HITACHI
		PENSAR ELECTRIC PVT LTD
		NOVATECH ENERGIE SYSTECH

15	11 KV Isolators (as per specification/IS/ Drawings)	G R POWER SWITCHGEARS
		PACTIL
		PENSAR ELECTRIC PVT LTD
		NOVATECH ENERGIE SYSTECH.
		S & S POWER SWITCHGEAR LIMITED
16	L.T. Insulators (Pin/Shackle/Guy Strain)	GEO INDUSTRIES
		HINDUSTAN CHEMICALS
		BHEL BANGALORE
		ADITYA BIRLA INSULATORS(JAYASHREE)
		HIGH VOLTAGE ELECTRICAL
17	Silicon / Polymer Insulators	MODERN INSULATORS
		GOLDSTONE (OLECTRA GREENTECH)
		MAHINDRA
		LAMCO
		M/S SHREE RADHE INDUSTRIES
18	LV Miniature Circuit Breakers, RCCB, ELCB, Air Circuit Breakers, Moduled Case Circuit Breakers, Switch fuse units, Switch disconnectors, Switch disconnectors fuse units, combination switches & accessories, HRC fuse links, Fuse bases, Fuse fittings, Contactors, Overload Relay, Motor Starters.	ABB/HITACHI
		SCHNEIDER
		SIEMENS
		LAURITZ KNUDSEN ELECTRICALS & AUTOMATION
19	Power Cables with ISI Mark	TORRENT
		UNIVERSAL CABLES (UNISTAR)
		KEI
		KEC INTERNATIONAL LIMITED
		DYNAMIC CABLES
20	Ariel Bunched Cable with ISI mark	UNIVERSAL CABLES (UNISTAR)
		TORRENT
		KEC INTERNATIONAL LTD
21	L.T. cables	TORRENT
		UNIVERSAL CABLES (UNISTAR)
		KEI
		VISHAL WIRES & CABLES
		HAVELLS INDIA LIMITED
		KEC INTERNATIONAL LTD
		FINOLEX CABLES
		DYNAMIC CABLES
22	Control cables with ISI Mark	TORRENT
		UNIVERSAL CABLES (UNISTAR)
		KEI
		VISHAL WIRES & CABLES
		KEC INTERNATIONAL LTD
		FINOLEX CABLES
		DYNAMIC CABLES

23	Lighting Arrestors	ELPRO INTERNATIONAL PUNE
		OBLUM-HYDERABAD
		SHREEM ELECTRIC LTD
		CG POWER AND INDUSTRIAL SOLUTIONS
		ABB/HITACHI
		SHREE RADHE INDUSTRIES
24	Hardware/connectors for insulators /conductors	MODERN MALLAEABLES
		RASHTRODYOG
		BURMA
		KONKAN MALLAEABLES
		DHARIA ENGINEERS FOUNDERS
		M/S LEGION ENERGY PRODUCTS PVT LTD
		MATRIX GRATING PVT LTD
		ENGINEERING SERVICES
		SIZACO ELECTRIC INDIA PVT LTD
25	Conductors ACSR/AAC with ISI Mark with BIS Certification	DYNAMIC CABLES LIMITED
		KJV ALLOYS CONDUCTORS PVT LTD
		BHARATCAB
		APAR
		STERLITE
		RHINO
26	Insulators 11KV and above	BHEL
		WSI
		ADITYA BIRLA
		MODERN INSULATORS
		HINDUSTAN CHEMICALS
		RAYCHEM RPG
27	2V SMF, VLRA DC Battery	EXIDE
		AMARAJA
		HBL TECH POWER SYSTEM LTD.
		TATA GREEN
28	Battery Chargers	AMARAJA
		MASTECH
		HBL-NIFF POWER SYSTEM LTD.
		EMERSON NETWORK POWER
29	Numerical Relays and Auxillary relays (digital)	ABB/HITACHI
		SIEMENS
		SCHNEIDER
		AREVA
		LAURITZ KNUDSEN ELECTRICALS & AUTOMATION
		ASHIDA
		CG POWER AND INDUSTRIAL SOLUTIONS
GE		
30	Metering Cubicles 33 and 11 KV *** Component should have Valid BIS certified	BOX SHOULD BE AS PER GED APPROVED DRAWING AND COMPONENTS AS PER APPROVED MAKES.

31	Capacitor Bank:	SHREEM ELECTRIC LTD. UNIVERSAL CABLES ABB INDIA
	(a) From 11KV to 220KV Class & 11KV automatic Capacitor Bank.	
	(b) High tension capacitor units from 1.1KV to 18KV, 100KVAR to 1000KVAR.	
	(c) Pole Mounted capacitor banks from 11KV to 33KV from 300KVAR to 1200VAR.	
	(d) Automatic capacitor bank from 11KV to 36KV upto 10000KVAR	
32	3 phase remote operable 11 KV Sectionalizer, pole mounted.	LUCY ELECTRIC
33	RCC Poles	AS PER GED DRAWINGS AND SPECIFICATIONS.
34	Porcelain Long Rod Insulators	MODERN INSULATORS
35	LED (Surface Mounted Device) Lighting System	SURYA ROSHNI LIMITED
		BAJAJ ELECTRICALS LIMITED
		PHILIPS
		HELONIX TECHNOLOGIES PVT.LTD.
		CROMPTON
	JAGUAR	
36	LED (Chip on Board) Lighting System	INLED
		CROMPTON
		BAJAJ ELECTRICALS LIMITED
		PHILIPS
37	Streetlight Poles	BAJAJ ELECTRICALS LIMITED
		HAKKE INDUSTRIES PVT. LTD.
		TRANSRAIL
		UTKARSHI INDIA PVT. LTD
38	Transmission Tower Materials	KEC INTERNATIONAL LTD
		VIJAY TRANSMISSION RAIPUR
		MAN STRUCTURALS PVT LTD
		M/S LEGION ENERGY PRODUCTS PVT LTD
		MATRIX GRATING PVT LTD
39	Steel to be used for all Structural and transmission infrastructure including towers	TATA STEEL
		JINDAL
		SAIL

The above updated list of the Approved makes supersedes all previous order issued by the Department.

The same may be noted for records and needful.

Yours Faithfully,


(Stephen Fernandes)
Chief Electrical Engineer

Copy to: 1. The Superintending Engineer(Planning/Commercial)
2. The Executive Engineer(CSC/Planning/CVC/Commercial/EHV/
Energy Monitoring/QC&S).
3. The Executive Engineer, Division: I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII,
XIII, XIV, XVI, XVII), Panaji, Margao, Ponda, Bicholim, Mapusa, Curcholem,
Thivim, Ponda, Vasco, Xeldem, Kadamba, Verna