

GOA CRICKET ASSOCIATION

Goa Cricket Academy

Alto-Porvorim - Bardez -Goa. 403521

Phone:- (0832) 2416844 / 2415984

Email: goacricketassociation@rediffmail.com

www.goacricketassociation.co.in



TENDER NOTICE

Ref. No. 002

Date: 27/09/2023

Goa Cricket Association invites sealed bids under two bid system on item rate Basis, from reputed Contractors / Structural Fabricators registered in Goa State P.W.D. for the following work:-

PROPOSED CONSTRUCTION OF CAMERA STAND AND SIDE SCREEN STAND (EXCLUDING SIDE SCREEN MECHANISM) - NORTH STAND AT GCA ACADEMY, PORVORIM, BARDEZ - GOA.

Estimated Cost (Rs.)	EMD (Rs.)	Date of Pre-bid meeting	Time for completion including monsoon	Last date and time for submission of tender	Date and time of opening of tender	Cost of tender form(non-refundable) (Rs.)
22, 61, 128.00	Nil	04/10/2023 at 11.30 Hrs	2 months	11/10/2023 up to 11.30 Hours	12/10/2023 after 3.30 PM	Nil

MINIMUM ELIGIBILITY CRITERIA FOR BIDDERS: TECHNICAL CRITERIA:

The bidder should have in the **last 5 years** successfully completed as a prime contractor, with Govt bodies and / or with Reputed Large Private or Public Limited Companies, at least **Three similar structural fabrication works with minimum cost above Rs. 20 Lakhs**. The bidder shall submit the relevant documents / statement to provide with such details.

EARNEST MONEY DEPOSIT: Nil

SUBMISSION OF TENDER FORMS:

The completed tender forms will be received in the office of GCA up to 15.00 hours on the last date of submission as mentioned above.

The pre-bid meetings will be held in the office of GCA at **11.30 hours** on the above mentioned date.

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

GCA reserves the right to accept or reject any or all Tender in part or full without assigning any reason whatsoever.

Sd/-

Rohan Gauns Dessai

Hon. Secertary

PROPOSED CONSTRUCTION OF CAMERA STAND AND SIDE SCREEN STAND (EXCLUDING SIDE SCREEN MECHANISM) - NORTH

STAND

AT GCA ACADEMY, PORVORIM

EMPLOYER :- GCA

BILL OF QUANTITIES

Item No	DESCRIPTION	UNIT	QTY	QUOTED RATE		AMOUNT
				In figure	In Words	
1	Earthwork in excavation by mechanical means (hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sq.m on plan) including disposal of excavated earth lead upto 50 m and lift upto 1.5m disposed earth to be leveled and neatly dressed including providing barricading, danger lighting guarding as directed in : a) All kinds of soil	Cum	168.00			0.00
2	Refilling the pipeline/foundation trenches plinth sides, foundation etc. with available excavated earth in layers not exceeding 20 cm depth consolidating each layer ramming and watering lead upto 50 M and all lifts and disposal of surplus earth as directed by Engineer in Charge.	Cum	85.50			0.00
3	Providing and laying Rubble packing with hard laterite stone under floors including watering ramming and consolidating etc in pipeline/trenches and other foundation complete	Cu.m.	34.00			0.00
4	Providing & laying cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded granitic or basaltic stone aggregate. 20 mm. nominal size) excluding cost of centering, shuttering and finishing in : All works upto plinth level	Cu.m.	10.00			0.00

PROPOSED CONSTRUCTION OF CAMERA STAND AND SIDE SCREEN STAND (EXCLUDING SIDE SCREEN MECHANISM) - NORTH

STAND

AT GCA ACADEMY, PORVORIM

EMPLOYER :- GCA

BILL OF QUANTITIES

Item No	DESCRIPTION	UNIT	QTY	QUOTED RATE		AMOUNT
				In figure	In Words	
5	Providing and laying in position ready mixed concrete (RMC) with usage of Ordinary Portland Cement manufactured in fully automatic batching plant and transported to site of work in transit mixer for a lead upto 10kms having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work including pumping of R.M.C., from the transit mixer to the site of laying, excluding the cost of centering, shuttering, finishing and reinforcement including the cost of admixtures in recommended proportions as per IS : 9103 to accelerate/retard setting of concrete, improve workability without impairing strength and durability as per the directions of the engineer in-charge. All works upto floor V level iv) M-25 grade of concrete	Cu.m	41.00			0.00
6	Centering and shuttering including strutting, propping etc and removal of form for:					
a	Foundation, footings, bases of columns etc. & mass concrete	Sq.m.	28.50			0.00
b	Sides and Soffits of beams, Beam Haunchings, Cantilever, Girders, bressumers and Lintels plinth beams not exceeding 1m in depth	Sq.m.	48.50			0.00

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STAND

AT GCA ACADEMY, PORVORIM

EMPLOYER :- GCA

BILL OF QUANTITIES

Item No	DESCRIPTION	UNIT	QTY	QUOTED RATE		AMOUNT
				In figure	In Words	
7	Providing TMT steel reinforcement bars of SAIL, TATA. VIZAG made only (Confirming to IS 1786 of 1986) for RCC work (conforming to I.S. 1786 of 1986) including bending, binding & placing in position in all the floors along with the factory made precast concrete cover blocks of specified sizes whose compressive strength is not less than that of surrounding concrete in the structural member.	kg	4,920.00			0.00
8	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) (Square Hollow Section (SHS) IS4923 /Rectangular Hollow Section (RHS) IS4923/ Circular Hollow Section (CHS) IS1161 closed Structural Steel of (SAIL, TATA. VIZAG, JSW ,APOLLO Steel Ltd.) make (Min Yeild Stress 310 Mpa)) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.	kg	5,832.00			0.00
9	Surface preparation equivalent to sand blasting and application of three coats of marine paint or epoxy painting including primer etc of approved shade using approved brand.	Qtl	58.50			0.00
TOTAL						0.00



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VOLUME – I

NIT, TERMS & CONDITIONS, TECHNICAL SPECIFICATIONS, EMPLOYER’S REQUIREMENTS AND SCHEDULES

TENDER DOCUMENT

FOR

PROPOSED CONSTRUCTION OF CAMERA STAND AND SIDE SCREEN STAND (EXCLUDING SIDE SCREEN MECHANISM)- NORTH STAND AT GCA ACADEMY, PORVORIM, BARDEZ- GOA



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CHAPTER 1: INTRODUCTION

1.1 **BACKGROUND:**

Goa Cricket Association (GCA) is the governing body of the Cricket activities in the Goa state of India and the Goa cricket team. It is affiliated to the Board of Control for Cricket in India. Goa Cricket Association affiliated to the Board of control for cricket in India, is the parent body or governing the game of Cricket in Goa.

The Goa Cricket Association promotes and develops Cricket by conducting various League Tournaments, Tournaments for the age group Under-14, Under-16, Under-19, Under-22 and Under-25 categories besides organizing and conducting National Tournaments.

Goa Cricket Association involved in the conduct of the game from the grass root level to the International level.

GCA proposes the work of **the proposed construction of camera stand and side screen stand (excluding side screen mechanism)- North Stand at GCA Academy, Porvorim, Bardez- Goa**

1.2 **PROPOSED PROJECT:**

Proposed construction of camera stand and side screen stand (excluding side screen mechanism)- North Stand at GCA Academy, Porvorim, Bardez- Goa. The work comprises of RCC foundations work and superstructure work in structural steel fabrication in built up section by qualified Grade I Welders under as per the Contract and as directed by the Engineer'-in- Charge.

1.3 **DETAILS OF BID DOCUMENTS:**

The Bid Document is divided into two volumes:

Volume I of the Bid Document consists of Introduction, Notice Inviting Bid, Instructions to Bidders, Submission of Bid, Evaluation of Bid, General Conditions of Contract, Special Conditions of Contract, Contract Data, Scope of Work, Employer's Requirements, Schedules (A to G), Forms, Technical Specifications, Tender Drawings

Volume II of the Bid Document consists of Bill of Quantities.



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Estimated Cost (Rs.)	EMD (Rs.)	Date of Pre-bid meeting	Time for completion including monsoon	Last date and time for submission of tender	Date and time of opening of tender	Cost of tender form (non-refundable) (Rs.)
22,61,128.00	Nil	04/10/2023 at 11.30 Hrs	2 months	11/10/2023 up to 11:30 Hours	12/10/2023 after 3.30 PM	Nil

MINIMUM ELIGIBILITY CRITERIA FOR BIDDERS: TECHNICAL CRITERIA:

The bidder should have in the **last 5 years** successfully completed as a prime contractor, with Govt bodies and / or with Reputed Large Private or Public Limited Companies, at least **Three similar structural fabrication works with minimum cost above Rs 20 Lakhs**. The bidder shall submit the relevant documents / statement to provide with such details.

EARNEST MONEY DEPOSIT: Nil

SUBMISSION OF TENDER FORMS:

The completed tender forms will be received in the office of GCA up to 15:00 hours on the last date of submission as mentioned above and the Technical bid will be opened on the same date at 15:30 Hrs.

The pre-bid meetings will be held in the office of GCA at **15:30 hours** on the respective date.

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

GCA reserves the right to accept or reject any or all Tender in part or full without assigning any reason whatsoever.

Sd/-

Rohan Gauns Dessai

Hon.Secretary



2.2.1 NAME & DESCRIPTION OF THE WORK

Proposed construction of camera stand and side screen stand (excluding side screen mechanism)- North Stand at GCA Academy, Porvorim, Bardez- Goa

2.2.2 SCOPE OF THE WORK (IN BRIEF)

The works contemplated under this Contract primarily consist of **“Proposed construction of camera stand and side screen stand (excluding side screen mechanism)- North Stand at GCA Academy, Porvorim, Bardez- Goa**

The scope and its allied work is **on item rate basis** with its scope of work as defined in Tender Document – Volume. I & II but not limited to the following:

- Preparation of shop drawing based on the structural fabrication drawing issued by the Consultant
- All precautionary measures not to damage outfield during the fabrication and erection work under this scope of work. Any damages done for which the Contractor is responsible then such damages shall have to be rectified by the Contractor and make it good to the satisfaction of the Engineer- in – Charge for the Work
- Fabrication and the erection shall be carried out by qualified Grade I welders.
- The Contractor shall coordinate and work with the side screen mechanism installation team to complete the subject work satisfactorily.

2.2.3 ELIGIBLE CONTRACTOR FOR THE WORK

All Vendors empanelled by GCA in response to advertisement issued by GCA dated 26th Oct 2021 on Times of India and Gomantak (Marathi) or the Bidders in response to the subject NIT.

2.2.4 SALE OF THE BID DOCUMENT

The request for the bid document shall be made in person or by authorized representative of bidder. Postal request for issue of bid document will not be entertained.

All relevant information regarding the sale, receipt and opening of the bid documents, etc. will be as mentioned in Clause 2.1. (N.I.T.). The bidder can peruse the bid document in the office of GCA and understand it before purchase.

2.2.5 COST OF BIDDING

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

2.2.6 LANGUAGE OF BID

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



CHAPTER 3: INSTRUCTIONS TO BIDDER

3.1 CONTENT OF BID DOCUMENT

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

3.2 AMENDMENTS TO BID DOCUMENT

- 1) At any time prior to the dead line for submission of bid, GCA may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid document by issuance of an addendum.
- 2) In order to afford prospective bidders reasonable time to take an addendum / corrigendum into account for the preparation of their bids, GCA may at its discretion, extend the deadline for the submission of bids in accordance with Clause 4.2.4.
- 3) The corrigendum / addendum would be sent in writing / or E-mail / or any suitable mode to all prospective bidders who have purchased Bid Documents.

3.3 GENERAL INSTRUCTIONS TO BIDDER

The bidder shall examine carefully Notice Inviting Bid, all the Instructions to Bidders, Submission of Bid, Evaluation of Bid, Conditions of Contract, Contract Data, Technical Specifications, Scope of Work, Employer's Requirements, Schedules, Forms, Bid / Tender Drawings, Bill of Quantities etc. as given in Bid Document and corrigendum / addendum issued in this connection. Failure to comply with the requirements of bid submissions will be at the bidder's risk.

All bidders are cautioned that no conditional offers, rebates, variations or deviations by the bidder in respect of any items proposed by the bidder (including time for completion.) shall be considered or entertained further in the process of bid evaluation. Furthermore, any deviation from the Conditions of Contracts, Contract Data, Scope of Work, Employer's requirements, Technical Specifications, and / or the requirements stipulated in the Bid Document shall be summarily rejected as non-responsive.

3.4 SITE VISIT AND OTHER INFORMATION

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

3.5 PRE-BID MEETING

Pre-bid meeting shall be held in the office of GCA as per NIT. For clarification of any doubts of the prospective bidders on any condition of the contract, specification etc.

3.6 CORRECTIONS OF ERRORS

MODIFICATION/WITHDRAWAL OF BIDS BEFORE DEADLINE OF SUBMISSION.



Bidder / Bidders will not be allowed to modify his / their bids once submitted. In case, such modifications are found / made, the bid shall be cancelled and E.M.D. shall be forfeited without prior notice to the bidder. Financial bid will be evaluated on the original Tender Form only (Volume II). If any correction with respect to the Tender Form other than the original are found, then the bid shall be cancelled without any prior notice to the bidder.

3.7 SIGNING OF BID

Each page of the bid documents including addendum/ corrigendum is required to be signed and stamped by the person or persons authorized by the bidder submitting the bid in token of his / their having acquainted himself / themselves with the stipulations and in acceptance of the same, as laid down and corrections on Form of Tender (in Volume II) in Bid document shall be signed by the same person/persons.

All the pages of the submissions other than the bid documents issued shall be serially numbered on both faces of each page. The first page of such submissions shall carry index sheet duly signed and stamped by the bidder mentioning contents of the bidder's submittal with the page numbers in serial order. All the photo-copies of testimonials, certificates, registration, financial statements, agreement for sale/purchase of equipment from supplier, if any, letter of appreciation shall be duly attested.

3.8 EARNEST MONEY DEPOSIT (EMD): Nil

3.9 BID VALIDITY

The bid shall be valid for a period of **90 days** from the last date of submission of bids.



CHAPTER 4: SUBMISSION OF BID

4.1 PLACE OF SUBMISSION

The bids shall be addressed to the President, GCA. The completed tender forms will be received in the office GCA as specified in the NIT

4.2. DATE AND TIME OF SUBMISSION AND OPENING

- a) Date and time of submission and opening shall be in accordance with the NIT published
- b) If such last date of submission of bids is declared as a public holiday, the next official working day shall be deemed as the last date for the submission of the bids.
- c) GCA may, at its discretion, extend the last date for submission of bids by issuing a corrigendum / addendum in accordance with Clause 3.2 in which case all rights and obligations of GCA and bidders previously subjected to the original last date shall be subjected to the new last date as extended.



CHAPTER 5: GENERAL CONDITIONS OF CONTRACT

GCC1 ENTIRE AGREEMENT

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

GCC2 DEFINITION

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

“Employer” is the “**Goa Cricket Association**”, Alto-Porvorim – Goa.

Address:

Goa Cricket Academy

Alto- Porvorim- Bardez- Goa. 403521

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

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

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

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

“Project Architect” means the Project Architect & his Associates (Project design Consultants – Architectural, Structural & MEP) (PDC) appointed by the Employer for the purposes of the Contract, to act as an Project Design Consultant, to any or all parts of the Project, provide construction periodic / full time supervision services, and to provide review and approval of Contractor’s routine Technical submittals along with the Project Management Consultant and his associates having no financial influence or /and functional deviation, and recommend Contractor’s submittals having financial influence or /and functional deviation to Employer

“Engineer” means (Project Management Consultants) (PMC) appointed by the Employer for the purposes of the Contract, to act as an Project Management Engineer, to any or all parts of the Project, provide construction supervision services, if applicable, and to provide review and approval of Contractor’s routine Technical submittals along with the architect and his associates having no financial influence or /and functional deviation, and recommend Contractor’s submittals having financial influence or /and functional deviation to Employer.

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

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



“Drawings” shall mean the drawings provided by the Project Architect & his associates (Project Design Consultant) to the Contractor under the contract and any modifications of such drawings approved in writing by the Employer and such other drawings as may from time to time be furnished or approved in writing by PDC / PMC / GCA.

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

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

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

“Contract” means these General Conditions of Contract, Special Conditions of Contract, the Employer’s Requirements, the Tender & Corrigendum / Addendum to tender, the Schedules, the Letter of Acceptance, the Contract Agreement, Scope Change Notice/Variations and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.

“Commencement date” means the stipulated date as stated in ‘Letter of Acceptance’ issued by the Employer.

“Time for completion” means the time for completing the Works as per Contract, as stipulated in the Letter of Acceptance.

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

“Construction period” means the period from the commencement date to the date of issue of certificate of virtual completion.

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

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

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

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

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

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

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

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

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

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



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

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

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

“Defect Liability Period” means the period from the date of issue of Taking-Over Certificate on Completion to the last date of Defect Liability Period as stated in the Contract Data.

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

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

GCC3 **HEADINGS AND MARGINAL NOTES:**

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

GCC4 **INTERPRETATION:**

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

GCC5 **LAW AND LANGUAGES:**

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

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

GCC6 **DOCUMENTS ON SITE**

The Contractor shall keep on the site one complete set of documents forming the Contract, the Construction Documents, Variations, other communications given or issued by notice, instruction, consent, approval, certificate or determination by any person, Technical Standards, CPWD specifications, Codes and Regulations. The Employer, the Engineer and their assistants shall have the right to use such documents at all reasonable times.

GCC7 **PRIORITY OF DOCUMENTS**

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



The Contract Agreement.
The Letter of Acceptance / Work Order
Bill of Quantities with relevant technical Specifications in Vol I.
Contract Data.
Scope of Work and Technical Specifications.
Working Drawings.
Special Conditions.
General Conditions.
Employer's Requirements.
All other parts forming the Tender document.
Any other documents forming part of the Contract.

GCC8 DIMENSION:

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

GCC9 SUPPLY OF DRAWINGS AND DOCUMENTS BY ENGINEER

Number of copies of approved document:

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

Supply of additional copies:

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

Copyright of the documents supplied by the Engineer:

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

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

GCC10 SUPPLY OF DRAWINGS AND DOCUMENTS BY CONTRACTOR

Number of copies of approved document:

The Contractor shall supply to the Engineer two copies of all Drawings, Specifications and other documents submitted by the Contractor and approved by the Engineer. All the drawings shall be duly authenticated by the Employer.

Supply of additional copies:

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

GCC11 CONTRACTOR'S USE OF EMPLOYER'S DOCUMENTS

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



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

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

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

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

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

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

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

GCC15 SUPPLEMENTARY DRAWINGS, SKETCHES AND INSTRUCTIONS ISSUED BY THE ENGINEER

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

GCC16 PART OF PERMANENT WORK DESIGNED BY THE CONTRACTOR

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

GCC17 COMMUNICATION

Written and Verbal Communication:

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

Delivery of Messages:

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

Advance message for information:



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

Addresses for the receipt of communication:

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

GCC18 COMPLIANCE WITH STATUTORY REGULATIONS AND LAWS.

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

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

The Contractor shall bring to the attention of the Engineer all notices required by the said Acts, Regulations or byelaws to be given to any Authority, and pay to such Authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge copies of the receipts with the Engineer.

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

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

GCC20 EMPLOYER'S ENTITLEMENT TO TERMINATE

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

GCC21 ENGINEER'S AUTHORITY TO DELEGATE.

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

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

GCC22 ENGINEER'S INSTRUCTION



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

GCC23 ENGINEER TO ATTEMPT AGREEMENT

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

GCC24 GENERAL OBLIGATIONS OF CONTRACTOR (IN BRIEF)

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

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

The Contractor shall satisfy himself regarding the Employer's Requirement and the items of reference for mentioned in the Clause GCC28 - Setting Out. The Contractor shall give notice to the Engineer of any error, fault or other defect in the Employer's Requirement or such items of reference. After receipt of such notice, the Engineer shall determine whether Clause GCC70 – "Addition, Alteration and Omission and Change Notice" shall be applied, and shall notify the Contractor accordingly.

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Works, irrespective of any approval or consent by the Engineer

GCC25 CONTRACTOR'S REPRESENTATIVE

The Contractor's Representative shall give his whole time to directing the preparation of the Construction Documents and the execution of the Works. Except as otherwise stated in the Contract, the Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the site, a suitable replacement person shall be appointed, and the Engineer shall be notified accordingly.

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

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



to ask for changes in the quality and number of the Contractor's supervisory staff. The Contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer

GCC26 CO-ORDINATION OF THE WORKS

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

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

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

GCC27 SUB - CONTRACTOR

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

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

GCC28 SETTING OUT

The Contractor shall be responsible for:

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

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

Correctness of Contractor's Works:

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

All necessary instruments, labours and equipments:

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

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

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

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

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



GCC29 QUALITY ASSURANCE

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

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

GCC30 SITE DATA

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

The form and nature of the Site;

The hydrological and climatic conditions;

The extent and nature of the Works Materials necessary for the execution and completion of the Works, and the remedying of any defects; and the means of access to the Site and the accommodation and other facilities, which may be required for the Work. The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances, which may influence or affect the Tender.

All data shall be treated as provided to the Contractor without any risk and responsibility to the Employer. No claim will be entertained on the grounds of mis-interpretation or insufficiency or inaccuracy of such data.

GCC31 MATTERS AFFECTING THE EXECUTION OF THE WORKS

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

GCC32 TREASURE TROVE

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

GCC33 ACCESS ROUTE AND FACILITIES

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall be responsible for the maintenance of access routes. The Contractor shall provide any signs or directions, which he may consider necessary for the guidance of his staff, labour and others. The Contractor shall obtain any permission that may be required from the relevant authorities for the use of such routes, signs and directions. The Employer will not be responsible for any claims which may arise from the use or otherwise of any access route. The



Employer does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route. The Contractor shall provide at his own cost, any facilities outside the site required by him for the purposes of the Works.

GCC34 SAFETY PRECAUTIONS

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

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

GCC35 PROTECTION OF THE ENVIRONMENT

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

GCC36 UTILITIES AND FACILITIES FURNISHED BY THE EMPLOYER

No Utilities and Facilities shall be furnished by the employer.

GCC37 CLEARANCE OF SITE

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

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

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

GCC38 ACCESS TO WORKS:

The Contractor shall be responsible for keeping unauthorized persons off the site and the Employer and any person authorized by them shall at all reasonable times have free access to the works and to the workshops, factories or other places where materials are being prepared or manufactured for the Contract and also to any place where the materials are lying or from which they are



being obtained. No person unless authorized by the Engineer or the Employer, except the representatives of Public Authorities, shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the Contractor shall obtain the written permission of the Engineer for doing so.

GCC39 CONTRACTOR'S OPERATIONS ON SITE

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

GCC40 REPORTING OF ACCIDENTS

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

GCC41 DOCUMENTATION

A) Construction Documents

The Contractor shall prepare construction documents in sufficient detail to satisfy all regulatory approvals, to provide suppliers and construction personnel sufficient instruction to execute the Works and to describe the operation of the completed Works. The Engineer shall have the right to review and inspect the preparation of construction documents, wherever they are being prepared. Each of the Construction Documents shall, when considered ready for use, be submitted to the Engineer for pre-construction review. Construction document- Schedule, methodology, Site-Organization chart, equipment /manpower mobilization details shall be submitted with in 15 days of the Commencement date. In this sub-clause. "Review period" means the period required by the Engineer, which shall not exceed 10 days, calculated from the date on which the Engineer receives a construction documents and the Contractor's notice that it is considered ready, both for a pre-construction review in accordance with this Sub-Clause, and for use.

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

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

B) Contractor Undertaking

The Contractor undertakes that, if legally possible, the Construction Documents, the execution and the completed Works will be in accordance with the following, in order of priority: The law in the country, and The documents forming the Contract, as altered or modified by variations.

C) Technical Standards and Regulations

All work shall be carried out as described in the Bill of Quantities and Contract Specifications As specified .Where there is item in the Bill of Quantities , the description of the item appears same as in the Goa Schedule of Rates , the specification in CPWD Specification-Latest for the building works and relevant , the latest IRC/MORTH Specifications for the road work IS Codes ,Standard Specification , technical standards, construction and environmental regulation ,Safety regulations and the standards specified in the contract and schedules, or defined by law shall be adhered to . The Engineer have prepared their own Specification and these will be followed in the case of items not covered by the above specification. Further, if the Specification are not covered either in the contract specification or CPWD/MORTH/IRC Specification , I that order , than the latest IS Codes shall be followed as the detail are discussed with the engineer and as per the written instruction received for patented products the manufacturers specifications and /or the specifications in the bill of quantities along with Engineer



decision shall be final and binding on the contractor .The contractor shall make available on the site latest copy of CPWD as well as all required IS Codes as and when directed by the Engineer.

D) Samples

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

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

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

The Engineer, may, at his option, instruct the Contractor to submit samples of any one or two make among preferred makes stipulated in the Contract. Such submittals shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such samples are needed for the incorporation into the Work. Samples shall be subject to review and the materials represented by such sample shall not be manufactured, delivered to the jobsite or incorporation into the Work without such review. Samples, which have been reviewed, may, at Engineer's option, be returned to Contractor for incorporation into the Work.

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

E) Operation and Maintenance Manuals

Prior to commencement of the Tests of Completion the Contractor shall prepare and submit to the Engineer operation and maintenance manuals in accordance with the Contract and in sufficient details for the Employer to operate, maintain, dismantle, reassemble, adjust and repair the Works. The Works shall not consider to be completed for the purposes of taking-over until such operation and maintenance manuals have been submitted to the Engineer.

GCC42 ERROR BY CONTRACTOR

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

GCC43 PATENT RIGHTS

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

GCC44 STAFF AND LABOUR

A) Engagement of Staff and Labour



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

B) Persons in the Service of Others

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

C) Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour more favorable than that prevails in the State of Goa and shall fully comply with all the provisions of labour, civil and other state and center laws, statutory rules and regulations. In case of Contractor's non-compliance with any such provisions, Contractor shall indemnify Employer from and against all liabilities, damages, penalties, demands, etc.

D) Labour Laws

The Contractor shall comply with all the relevant labour laws including but not limited to PF, ESIC applying to his employees, and shall duly pay and afford to them all their legal rights. The Contractor shall require all such employees to obey all applicable laws and regulations concerning safety at Works.

The contractor shall be responsible for complying with all applicable labour laws and shall hold the employer harmless for any deviation on part of the contractor and shall indemnify the employers for any loss on his part.

E) Facilities for Staff and Labour

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

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

F) Occupational Health and Safety

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

The Contractor shall appoint a member of his staff at the site, responsible for maintaining the safety and protection against accidents of personnel on the Site. This person shall be qualified for his Works and shall have the authority to issue instructions and take protective measures to prevent accidents. The Contractor shall send to the Engineer details of any accident as soon as possible after its occurrence.

GCC45 CONTRACTOR'S SUPERINTENDENCE

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

GCC46 CONTRACTOR'S PERSONNEL



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

Persists in any misconduct.

Is incompetent or negligent in the performance of his duties.

Fails to conform to any provisions of the Contract or.

Persists in any conduct, which is prejudicial to safety health or the protection of the environment.

If appropriate the Contractor shall then appoint a suitable replacement person.

GCC47 DISORDERLY CONDUCT

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

GCC48 MATERIAL AND WORKMANSHIP

A) Manner of Execution

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

B) Delivery to Site

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

C) Inspection

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

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

D) Testing

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

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

Contractor shall arrange every thing including vehicle to witness / attend laboratory testing at approved external laboratory, at convenient and agreed time by Engineer and Contractor.



If the Engineer / Employer's Representative does not attend at the time and the place agreed or if the Contractor and the Engineer / Employer's Representative agree that the Engineer / Employer's Representative shall not attend, the Contractor may proceed with the Tests, unless the Engineer instructs the Contractor otherwise. Such Tests shall be deemed to have been made in the Engineer's presence.

The Contractor shall promptly forward to the Engineer duly certified reports of the Tests. If the Engineer has not attended the Tests, he shall accept the reading as accurate. When the specified Tests have been passed, the Engineer shall endorse the Contractor's test certificate or issue a certificate to him, to that effect.

E) Removal of Improper Work and Materials:

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

If the work with minor defects can be allowed to remain in the work, the Engineer may allow such work to remain and in that case may propose payment for this part of the work at a suitable reduced rate.

GCC49 COMMENCEMENT, DELAY AND SUSPENSION

A) Commencement and completion of milestones

The Contractor shall commence the Work within 15 days from the date of "Letter of Acceptance" of the Bid and shall regularly proceed with and complete the same before the stipulated period of completion stated in the Contract Data subject nevertheless to the provisions for extension of time hereinafter contained.

B) Time for Completion

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

C) Extension of Time for Completion

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

The amount and nature of extra or additional work falls under critical activity, which shall affect project completion milestone; Exceptionally adverse climatic conditions affecting the critical activities at the time of event giving arise and approved by the Engineer;

a force majeure event;

any cause or delay referred to in these Conditions;

Any delay impediment or prevention by the Employer.

If the Contractor intends to apply for an extension of time for Completion, the Contractor shall give notice to the Engineer of such intention as soon possible and in any event within 7 days of the start of the event giving rise to the delay, together with any other notice required by the Contract and relevant to such cause. If the Contractor cannot submit all relevant details within such period because the cause of delay continued for a period exceeding 7 days, the Contractor shall submit interim details at intervals of not more than 28 days (from the first day of such delay) and full and final supporting details of his application within 7 days of the last day of delay.

The Contractor shall keep such contemporary records as may be necessary to substantiate any application and such other records as may reasonably be requested by the Engineer. The Contractor shall permit the Engineer to inspect all such records and shall provide the Engineer with copies as required.



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

GCC50 LIQUIDATED DAMAGES FOR DELAY

If the Contractor fails to complete the Works within the completion time period, the Contractor shall pay to the Employer the relevant sum stated in the Contract Data as liquidated damages for such default for every day which shall elapse between the relevant time for completion and the date stated in the Completion Certificate except that the total payment shall not exceed the limit of liquidated damages (if any) stated in the Contract Data.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. In the event of an extension of time being granted under this Contract, the amount due under this sub clause shall be recalculated accordingly, and any over payment refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his duties obligations or responsibilities under the Contract.

At any time after the Employer has become entitled to liquidate damage, the Engineer may give notice to the Contractor requiring the Contractor to complete within a specified reasonable time for completion. Such action shall not prejudice the Employer's entitlements to payment under sub-clause and to terminate as per the Clause -Termination Clause.

GCC51 SUSPENSION OF WORKS

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

GCC52 CONSEQUENCES OF SUSPENSION

If the Contractor suffers delay and/or incurs cost in following the Engineer's instructions and in resumption of the Works and if such delay and/or cost was not foreseeable by an experienced Contractor, the Contractor shall give notice to the Engineer, with a copy to the Employer. After receipt of such notice the Engineer shall proceed to agree or determine:

Any extension of time to which the Contractor is entitled and

The amount of such cost, which shall be added to the Contract price.

and shall notify the Contractor accordingly with prior approval of the Employer. Except that the Contractor shall not be entitled to such extension and payment of cost of the suspension is due to a cause attributable to the Contractor or is necessitated by a Contractor's risk.

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

GCC53 a) PROLONGED SUSPENSION

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

If permission is not granted within that time, the Contractor may treat the suspension as an omission of the affected part of the Works. If such suspension affected the whole of the Works, the Contractor may terminate this employment.

GCC53 b) Resumption of Works



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

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

GCC54 TESTS ON COMPLETION

A) Contractor's Obligation

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

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

B) Delayed Tests

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

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

C) Re-testing

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

D) Failure to Pass Tests on Completion

If the Works or a section, fail to pass the tests on completion, the Engineer shall be entitled to:
Order further repetition of tests on completion.

Reject the Works or give notice to the Contractor requiring him to make good such failure and remedy the same within the specified reasonable time with no additional cost to Employer.

Reject the Works, in which event the Employer shall have the same remedies against the Contractor as are provided under clause "Default of Contractor" or

Issue a Taking-Over Certificate, if the Employer so requires; the Contract price shall then be reduced by such amount as may be decided by the Employer and the Contractor shall then proceed in accordance with the other obligations under the Contract.

GCC55 EMPLOYER'S TAKING OVER



A) Completion Certificate

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

B) Taking-Over Certificate

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

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

C) Use by the Employer

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

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

GCC56 SETTLEMENT OF DISPUTES BY CIVIL SUITS.

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

GCC57 DEFECTS LIABILITY

A) Defects Liability Period

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

B) Completion of Outstanding Works and Remedying Defects:

To the intent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall execute all such work of amendment, reconstruction, and remedying defects as the



Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

C) Cost of Remedying Defects:

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

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

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

D) Extension of Contract Period

The Contract Period shall be extended by a period equal to the sum of any periods, after the works are taken-over, during which the works that cannot be used, for the purposes for which they are intended, by reason of a defect or damage; except that the extension of Contract Period shall not be extended by more than two years.

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

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

F) Contractor to Search

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

G) Documentation during Defect Liability Period:

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

H) Performance Certificate

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

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

I) Unfulfilled Obligations

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



GCC58 MEASUREMENT, INVOICING AND CERTIFICATE FOR PAYMENT

- A) Quantities:
The quantities set out in the Bill of Quantities are the estimated quantities for the Work, indicative in nature and not actual. Correct quantities of the Work are to be executed under the Contract.
- B) Measurement of Works:
The Contractor shall time to time submit the request to the engineer for inspection of the work and for recording of the measurements. Upon the receipt of the request from the Contractor, the Contractor shall forthwith attend or send a qualified representative to assist the Engineer or the Engineer's representative in taking such measurements and submitting the calculations, test reports and to furnish all particulars or give all assistance required by either of them.
- Should the Contractor not attend or neglect or omit to send such a representative, then the measurements taken by the Engineer or approved by him shall be taken to be the correct and final measurements. The measurements of actual works carried out shall be recorded by the Engineer or his authorized representatives in the Measurement Books issued by the Employer for the works. The Measurement Book maintained on the site is the record book for the purpose of administration between the Consultant and the Employer, and to verify contractor's bill, referring working drawings. The measurements shall wherever not have mentioned in the contract, be taken in accordance with MORT & H / CPWD Specifications / other relevant codes.
- C) Monthly Measurement for Interim Payment
- I) Submission of Monthly Interim Payment / Running Account Bill for approval:
The Contractor shall submit to Engineer interim payment / running account bill for a minimum amount as stated in the Contract data for approval. Each page of the bill shall be signed and stamped by the Contractor's representative. The Contractor shall submit properly documented truthful bill.
- II) Preparation of Interim Payment / Running Account Bill for approval:
The Engineer or his authorized representative shall compute quantities and approve the accepted work, materials and make recommendations for payment of Contractor's Interim Payment / Running Account and final bills. The bills containing abstract of costs, measurement books, in hard and soft copies, quality test reports, secured advance statements etc., shall also be submitted. The interim payment / running account bill shall comprise of the following:
- The bill in duplicate giving the value of permanent works executed. Concerned measurement books containing measurements and abstract of cost. Statement of Secured Advance accompanied by the original invoices / purchase vouchers and bills, if any. Statement indicating adjustment under Price Variation Clause, if any. Statement showing any other sum the Contractor may be entitled under the Contract or otherwise. Statement of deduction towards security deposit, other taxes, etc.
- Statement showing recovery of royalty charges on mineral material.
- Copy of tests reports of materials and works for which payments are proposed.
- Copies of field notes, computations and other records made by Contractor and approved by Engineer for the purpose of determining quantities.



GCC59 PAYMENT ON SUBMISSION OF INTERIM / RUNNING ACCOUNT BILL

The interim bill shall be certified by the Engineer within twenty (20) calendar days provided the Contractor submits all relevant backup documents, vouchers, test certificates etc while forwarding the bill for payment. The date of receipt of the last relevant backup documents, vouchers, test certificates etc. shall then be considered as the date of submission of the bill. Within twenty (20) calendar days after receipt of Contractor's interim / running account bill, authenticated by the Engineer, the Employer will pay Contractor's certified bill amount (less any amount required to be withheld by Indian Tax Authorities or any other deduction or amount due from the Contractor) after proper scrutiny and corrections, if found necessary. However, an advance of 50% of the RA Bill certified by the Consultants will be released upon receipt of the bill.

GCC60 ADVANCE PAYMENT FOR MOBILIZATION: Not Applicable

GCC61 SECURED ADVANCE FOR MATERIALS FOR THE PERMANENT WORKS: Not Applicable

GCC62 CORRECTION OF CERTIFICATES

If the Work is not carried out to the satisfaction, to omit or to reduce the value of such work in any Interim Payment / running account bill, the Engineer / Employer may by any Interim Payment/ running account bill make any correction or modification in any previous Interim Payment/ running account bill which shall have been issued by him.

GCC63 STATEMENT ON COMPLETION

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

The final value of all works done in accordance with the Contract up to the date stated in such Taking-Over Certificate. Any further sums which the Contractor considers to be due, and the Engineer shall certify payment in accordance with Clause GCC58 (Measurement, invoicing and certificate for payment).

GCC64 SECURITY DEPOSIT

The Security Deposit shall be collected by deductions from the running bills at the rate of 5% and the Earnest Money deposited will be treated as part of the Security Deposit. A sum of 5% of the gross amount of the bill shall be deducted from each running bill of the Contractor till the sum along with the sum already deposited as Earnest Money will amount to Security Deposit of 5% of Contract Price of the work. This is in addition to the Performance Guarantee that the Contractor is required to deposit.

With mutual agreement between the GCA & the Contractor, Security Deposit shall be released against irrevocable Bank Guarantee from Nationalised / Scheduled Bank payable at Alto-Porvorim

Bank Guarantee shall be released on successful completion of Defects Liability Period and upon issuance of Performance certificate as per the conditions of the Contract. The above mentioned Bank Guarantee shall be released in full only if all the required maintenance and / or repairs have been carried out by the Contractor in a timely manner, to the complete satisfaction of the Engineer / Employer. In the event of failure of the Contractor to properly remedy the defects, the Bank Guarantee shall be released with appropriate deductions.

GCC65 FINAL STATEMENT

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

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



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

The Engineer shall certify payment in accordance with Clause GCC 58 (Measurement, invoicing and certificate for payment).

GCC66 DISCHARGE

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

GCC67 ISSUE OF FINAL PAYMENT CERTIFICATE

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

- (a) The amount which is finally due, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled other than liquidated damage, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

If the Contractor has not applied for a Final Payment Certificate, the Engineer shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he considers to be due.

GCC68 CESSATION OF EMPLOYER'S LIABILITY

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

GCC69 PAYMENT DUE TO INCREASE / DECREASE IN PRICE OF CEMENT, STEEL, REINFORCEMENT BARS, BITUMEN, AND STRUCTURAL STEEL AFTER RECEIPT OF TENDER: NOT APPLICABLE

GCC70 ADDITION, ALTERATION OMISSION AND SCOPE CHANGE NOTICE

GCC70.1 Engineer's Instruction for Variation

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

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

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



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

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

If the Engineer and the Contractor fail to agree as to whether or not there is an extra then if the Engineer decides that the Contractor is to carry out the said work, the Contractor shall do so, and the question whether or not there is an extra, and if so, the amount thereof, shall failing agreement, be settled under the provisions of Clause GCC 56 "SETTLEMENT OF DISPUTES BY CIVIL SUITS.", but such reference shall in no way delay the execution of work and the fulfillment of this Contract.

No drawing shall be taken as in itself an order for variation unless, in addition to the Engineer's signature, it bears express words stating that it is intended to be such an order or bears a remark "VALID FOR CONSTRUCTION". No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of Clause GCC70 (Alterations, Additions, Omissions and Change Notice), or by the Authorities on directions in writing of the Engineer as herein mentioned.

GCC70.2 Variations

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

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

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

GCC70.3 Variation Procedure for Scope Change Notice.

Any Addition to the Contract Price due to varied work:

Rates setout in the Contract:

Any addition to the Contract price required to be determined for varied work, shall be valued at the rates set out in the Contract, if the same shall be applicable.



Rates not in the Contract Price:

Rates for variation such as additional, altered, substituted work under the clause shall be worked out in accordance with the following provisions in their respective order:

- a) If the rates are already specified in the contract, the contractor is bound to carry out the variations at the same rates.
- b) If the rates are not specifically provided in the contract, the rates shall be derived from the rates of similar items specified in the contract.
- c) If no rates are specified in the contract or cannot be derived from similar items then the rates payable shall be as per Goa latest Schedule of Rates (GSR 2019 for Buildings) and GSR 2021 for Roads at minus / plus contractor's percentage by which the tendered amount of works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.
- d) If the rates cannot be worked out as stated at "a" to "c" above, then the rates for such item shall be determined on the basis of prevailing market rate when the work is done plus 15 % for Overheads and Profits (OH & P).

Provisional Rates for varied Work:

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

If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall submit as soon as practicable the following

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

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

GCC71 DAY WORK:

- NOT APPLICABLE -

GCC72 PROCEDURE TO CLAIM

27 days to claim after the event arise:

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions, he shall give notice of his intention to the Engineer, with a copy to the Employer, within 27 days after the event giving rise to the claim has first arisen.

Up to date Records to support the Claim:

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

Payment to Claims:



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

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

GCC73 PROVISIONAL SUM: Not applicable

GCC74 DEFAULT OF CONTRACTOR

GCC74.1 Notice to Correct

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

GCC74.2 Termination

If the Contractor:

- (a) fails to comply with a notice issued by Engineer.
- (b) Abandons or repudiates the Contract.
- (c) without reasonable excuse fails:

To commence the Works in accordance with Letter of Acceptance,

To proceed with the Works in accordance with Clause 49 – “Commencement, Delays and Suspension”.

- (d) becomes bankrupt or insolvent, goes into liquidation.
- (e) fails to comply with a notice issued, within 28 days after having received it, or
- (f) assigns the Contract or Subcontracts the Works without the required consent.

then the Employer may, after having given 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site. The Contractor shall then deliver all Construction Documents to the Engineer. The Contractor shall not be released from any of his obligations or liabilities under the Contract. The rights and authorities conferred on the Employer and the Engineer by the Contract shall not be affected.

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

GCC74.3 Valuation on Date of Termination

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

GCC74.4 Payment after Termination

After termination, the Employer shall not be liable to make any further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Contractor, have been established.



The Employer shall be entitled to recover from the Contractor the extra costs, if any, for completing the Works after allowing for any sum due to the Contractor. If there are no such extra costs the Employer shall pay any balance to the Contractor.

GCC75 RISK AND RESPONSIBILITY

GCC75.1 Indemnity

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

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

GCC75.2 Contractor's care of the works

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

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

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

GCC 75.3 Contractor's Risks

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

GCC76 INSURANCE

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

GCC76.1 Insurance for Works and Contractor's Equipment

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



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

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

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

GCC76.3 **Insurance for Workers**

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

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

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

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

GCC76.5 **General Requirements for Insurances**

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

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

(a) Evidence that the insurances described in this Clause have been effected, and

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

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

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

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

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



GCC77 FORCE MAJEURE

GCC77.1 Definition of Force Majeure

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

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

GCC77.2 Effect of Force Majeure Event

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

GCC77.3 Contractor Responsibility

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

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

GCC77.4 Employer's Responsibility

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

GCC77.5 Payment to Contractor

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

GCC77.6 Optional Termination, Payment and Release

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



CHAPTER 7: SPECIAL CONDITIONS OF CONTRACT AND CONTRACT DATA

7.1 SPECIAL CONDITIONS OF CONTRACT

SCC1 ENGINEER'S DUTIES AND AUTHORITY

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

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

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

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

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

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

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

SCC3 SITE ORDER BOOK

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



SCC4 **PROGRAMME**

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

The order in which the Contractor proposes to carry out the Works (including each stage procurement, manufacture, delivery to site, construction, erection, testing and commissioning)

All major events and activities in the production of construction documents

The periods for the pre-construction reviews under Sub-Clause – “Construction Documents” and for any other submissions, approvals and consents specified in the Employer’s Requirements and the sequence of all Tests specified in the Contract. Cash flow statement for entire construction period.

Unless otherwise stated in the Contract, the programme shall be developed using precedence networking techniques (CPM networking using Project Planning and Scheduling software like Primavera P3 or M.S. Project), showing early start, late start, early finish and late finish dates, total float.

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

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

SCC5 **PROGRESS REPORTS**

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

Photographs and detailed descriptions of progress, including each stage procurement, manufacture, delivery to site, construction, erection, testing and commissioning.

Charts showing the status of constructions documents, purchase orders, manufacture and construction.

For the manufacture of each main item of Materials, the name of manufacturer, manufacture location, percentage progress and the actual or expected dates of commencement of manufacture. Contractor’s inspections, Tests and delivery.

Records of personnel and Contractor’s equipment on site.

Copies of quality assurance documents, test results and certificates of materials.

Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations and Comparisons of actual and planned progress in the form of Progress curve using scheduling Software, with details of any aspects which may jeopardize the completion in accordance with the Contract and the measures being (or to be) adopted to overcome such aspects. Tracked bar chart, comparing status of tracked activities to the baseline activities for previous three week ending the period of submission giving reasons for delay in Works progress, if any and measure to recover from the delay.

Detailed two weeks look ahead Works scheduled

SCC6 **CONTRACTOR’S EQUIPMENT**



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

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

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

The documents forming the Technical Standards are taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows: Tender Specification; MoRT&H; IRC ; BIS; British & American Standards.

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

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

SCC8 AS-BUILT DRAWINGS

The Contractor shall prepare, and keep-up-to-date, a complete set of "as -built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the Works as executed with cross references to relevant specifications and data sheets. These records shall be kept on the site. The Contractor shall obtain the consent of Engineer as to their size, the referencing system and other pertinent details.

Prior to the issue of any Completion Certificate, the Contractor shall submit to the Engineer one electronic copy one full-size original copy and two printed copies of the relevant "as-built" and any further Constructed Documents specified in the Contract. The Works shall not be considered to be completed for the purpose of completion until such documents have been submitted to the Engineer. All drawings shall be prepared using AutoCAD to record the precise details of the works completed.

SCC9 WORKING HOURS

No Works shall be carried out on the Site outside the normal Working hours or on the locally recognized of days of rest unless. The Contract so provides the Works are unavoidable, or necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, or The Engineer gives his consent.

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

SCC10 Rate of Progress and Site Meeting

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



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

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

SCC11 COMPLIANCE WITH STATUTORY REGULATIONS AND LAWS. (further to GCC18 as a Special Condition)

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

SCC12 BONUS FOR EARLY COMPLETION:

NOT APPLICABLE.



CONTRACT DATA

7.2 CONTRACT DATA

Clause No.	Heading	Brief Synopsis of Contract Data
2.1 N.I.T.	Earnest Money Deposit:	NA
GCC2	Definition: "Employer"	"Goa Cricket Association" Address: Goa Cricket Academy Alto- Porvorim- Bardez- Goa. 403521 and the legal successors in title to such person, but not any assignee of such person.
GCC2	Commencement date	The stipulated date shall be reckoned from the 15 th day of issue of the "Letter of Acceptance / Work Order" issued by the Employer.
GCC2	Time for Completion / Construction Period:	The period from the commencement date to the date of issue of certificate of completion = 2 calendar months including monsoon
GCC50	Liquidated Damage for Delay:	NA
GCC57	Defects liability period	1 year.
GCC58	Measurement, Invoicing certificate for Interim Payment:	Minimum amount of Interim / Running Account Bill: Rs. 3 00,000 /- (Rupees Three Lakhs only)
GCC59	Interim Payment	Within twenty (20) calendar days after receipt of Contractor's Interim / R. A. Bill, authenticated by Engineer. However, an advance of 50% of the R.A Bill certified by the Consultants shall be released upon receipt of the Bill
GCC60 (a)	Advance Payment for Mobilization	Applicable
GCC60 (b)	Recovery of Mobilization Advance:	In the succeeding RA Bill in full
GCC61	Secured Advance for Materials for the Permanent Works	Applicable
GCC63, GCC59, GCC58 D) III	Statement on Completion, Certification and Payment:	90 days on receipt of corrected Statement on Completion from the Contractor.
GCC64	Security Deposit:	a. PERFORMANCE GUARANTEE The successful bidder (Contractor) shall deposit an amount equal to 5% of the original contract price as Performance Guarantee in the form of an irrevocable Bank Guarantee payable at Alto-Porvorim of any Nationalised / Scheduled Bank or the State Bank of India in the prescribed form as approved by the Employer, within 10 days from the date of issue of Letter of Acceptance / Work Order.



Clause No.	Heading	Brief Synopsis of Contract Data
		<p>The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.</p> <p>b. SECURITY DEPOSIT</p> <p>The Bank Guarantee shall be collected by deductions from the running bills at the rate of 5% and the Earnest Money deposited will be treated as part of the Security Deposit. A sum of 5% of the gross amount of the bill will be deducted from each running bill of the Contractor till the sum along with the sum already deposited as Earnest Money will amount to Security Deposit of 5% of Contract Price of the work. This is in addition to the Performance Guarantee that the Contractor is required to deposit.</p>
GCC67	Final Payment on Completion of Defect Liability Period and on issuance of Performance Certificate:	60 days on issuance of Final Payment certificate by Engineer
GCC76	Insurance	Submission of insurance policies to ENGINEER within 15 days from the date of commencement of the Work.
SCC4	Programme:	Time for Submission of the Programme: within 14 days from commencement date
SCC12	Bonus for Early Completion:	Not Applicable.



CHAPTER 8 : EMPLOYER'S REQUIREMENTS

8.1 SCOPE OF WORK AND SPECIAL INSTRUCTIONS

The proposed project envisages “**Proposed construction of camera stand and side screen stand (excluding side screen mechanism)- North Stand at GCA Academy, Porvorim, Bardez- Goa**”

A) GENERAL SCOPE OF WORK:

The detailed scope of work for project specific is described in the Bill of Quantities. However, any item of work required to be carried out as per the Contract for proper satisfactory completion of the work with good standard of workmanship shall be deemed to be included in the scope of work, with no additional cost for such items, whether, or not it is specifically included / described in the Bill of Quantities. The Contractor shall make his own arrangements for the protection and safety of his materials and equipment at the site. Contractor shall also make his own arrangements for the Electricity and water for construction purpose.

The Contractor shall provide his own site office for his staff. He should arrange for all necessary storage on site in a specified area for all materials and other such materials, which are likely to deteriorate by the action of the sun, rain and due to exposure, in such manner that all such materials, tools, etc., shall be protected from damage by weather or any other cause. All such stores and offices shall be cleared away and the ground area left in good and proper order on completion of this Contract unless otherwise expressly advised.

The safety and security of all materials brought at site shall be the sole responsibility of the Contractor. The materials, against which the Employer has paid an advance, shall be carefully stored at site by the Contractor. They shall not be removed from the site without the written permission of the Engineer and shall be used in the Contract work only.

- i) The Contractor shall ensure to meet the schedule milestones, quality and safety requirements of all Works as mentioned in the scope of Work.
- ii) The Contractor shall work in close co-ordination with the Engineer and Employer's Representative and shall attend various meetings to meet the schedule and quality requirements of the Work.
- iii) Contractor shall protect the work and facilities while performing the Contract.
- iv) The Contractor is to ensure the proper housekeeping of the Site at all times as per the satisfaction of Engineer so as to Work in a very safe and clean manner.
- v) The Contractor shall ensure timely submission of all reports, test results, samples.
- vi) Arranging his own access to the Site.
- vii) The Contractor shall carry out all the survey & layout works in relation to the Contractor. The Contractor shall make the reference pillars etc. required for setting out of the buildings and shall responsible for safeguarding them till the completion of the Contract.
- viii) The Contractor shall submit his Construction Program within 14 days of Award of Letter of Acceptance describing in details the mobilization and requirement of labour and equipment in the form of CPM analysis and notes, working process for main activities / critical activities / new activities, Monitoring of work Progress, Financial Planning and cash flow charts, Survey and layout, Construction methodology, Quality plan including mix design requirements, Approved external Laboratory facilities, Testing frequencies, Acceptance Criteria, Calibrations, Control of Non-Conformities, Details of Site Quality Records, Various documentation in a formats approved / issued by Engineer,



performance of tests etc, Approved vendor list for various standard materials like Cement, steel, bitumen, concrete frames , tiles , plumbing and electrical fixtures, wood, plywood, s.s steel and accessories and flushed doors etc. The Contractor shall prepare requisite documents, its submission on time, coordination, follow-up with concern statutory e.g. Police/ Labour / Health/ Power/ Water / Telecommunication and other Authorities to obtain requisite permission, NOC, supply and avail their facilities and to perform legal formalities to avoid any encumbrance on Work programme.

- ix) The Contractor shall submit all necessary reports and data's required for monitoring the progress and quality of Works mentioned in the Scope of Work and in the formats approved by Engineer.
- x) Shop drawings for all fabrication work of permanent as well as temporary structures.
- xi) As Built drawings for all works mentioned in the scope of Work.
- xii) Site safety management and Supervision.
- xiii) Fencing, Barricading and proper illumination of the site,
- xiv) All the taxes and cost towards transportation of material and other cost should be incorporated in the rate while bidding the tender. Extra Tax or transportation of material will not be payable to the Contractor.

The cost towards all the items listed above is deemed to be covered in the rates quoted by the Contractor for the items included in the Bill of Quantities and Rates and no separate payment shall be made except for the items specifically included in the Bill of Quantities.

B) PROJECT SPECIFIC SCOPE OF WORK:

The works contemplated under this Contract mainly consists of **Proposed construction of camera stand and side screen stand (excluding side screen mechanism)- North Stand at GCA Academy, Porvorim, Bardez- Goa**, and other related works of Project.

8.2 DOCUMENTATION

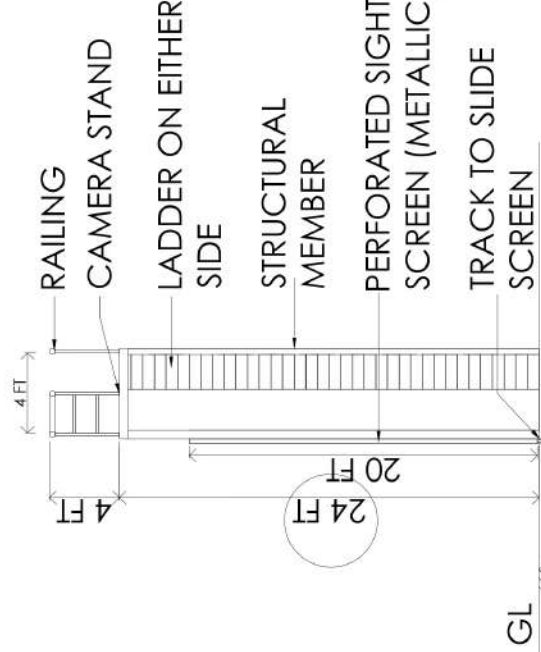
The following items shall be deemed to be included in the tendered cost and no additional payment shall be made:

As Built Drawings indicating all the reduced levels, contours of entire plot of before construction and after completion of the work. As built drawings shall comprise of plans and sections indicating cutting and filling etc.

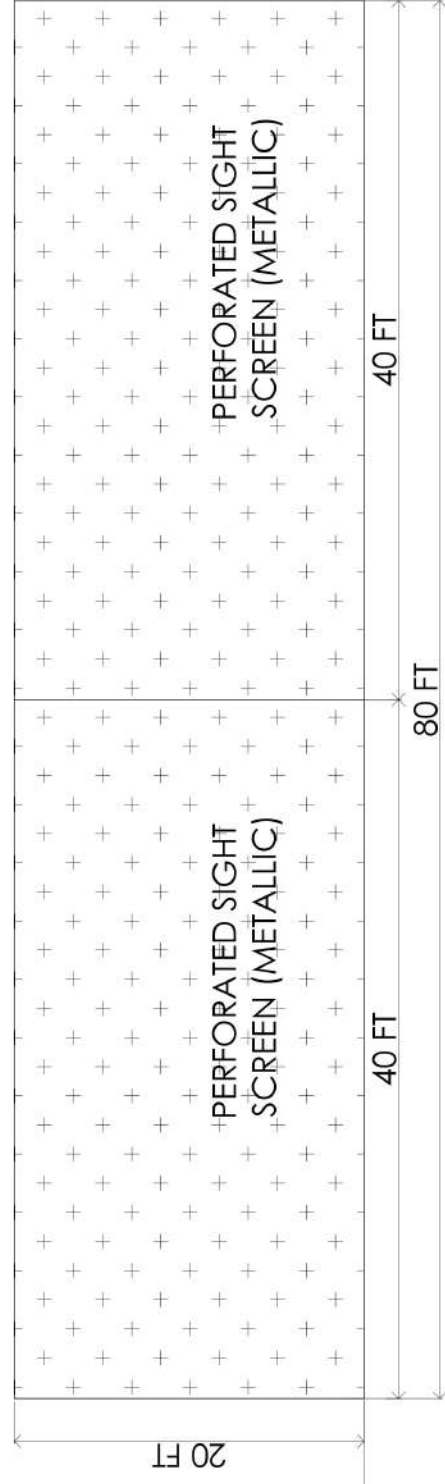
“Construction manual” covering various aspects of construction methods, difficulties faced and how they were overcome during execution etc. shall be supplied by the Contractor free of cost at the time of completion of work.

8.3 CONTRACTOR'S TO PROVIDE UTILITIES AND FACILITIES

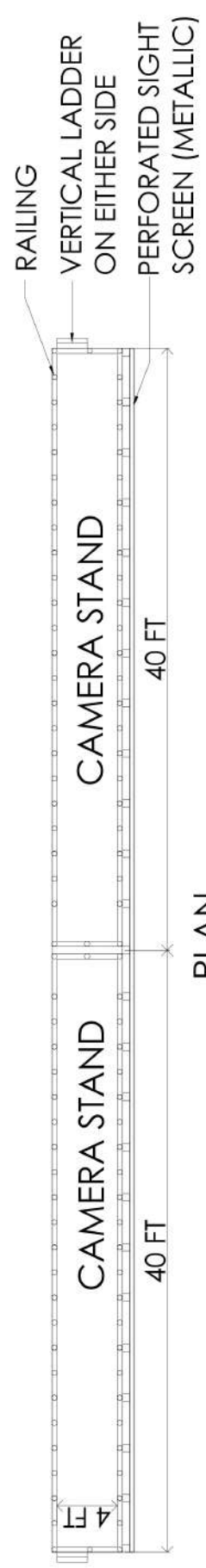
NA



SECTION



ELEVATION



PLAN

SIGHT SCREEN AND CAMERA STAND