

EDC Limited
(A Government of Goa Undertaking)
1st Floor, EDC House, Dr. Atmaram Borkar Road,
Panaji, Goa 403 001.
Phone No.: 0832 2224510 to 2224517

TENDER NOTICE

Sealed and Superscribed Tenders are invited by EDC Ltd. from reputed and experienced Contractors for the work of **“Providing and fixing Galvalume sheets on the second floor of EDC House Building, Panaji, Goa”**.

The interested contractors could obtain Tender Papers from Engineering Department, 1st floor, EDC House, Dr. Atmaram Borkar Road, Panaji- Goa-403001, upto **18/06/2024** or could be downloaded from website www.edc-goa.com .

The bids should be submitted **by 18/06/2024 at 3.00 p.m in the prescribed BOQ as per Annexure A** along with the copy of tender document duly signed.

The bidder should submit copy of Pan Card and GST Certificate, if any and also Earnest Money Deposit of **Rs.10,000/-** (Rupees ten thousand only) by way of Demand Draft in favour of EDC Limited payable at Panaji, Goa/Cash Receipt deposited in EDC. The bids shall be opened on **18/06/2024 at 3.30 p.m.** the presence of bidders, if willing to be present.

The bidders are advised to visit the site to inspect the area and get well versed with the scope of work before quoting for the work.

The rates to be quoted exclusive of GST. The GST shall be paid extra as applicable.

The right to accept or reject any or all the Tenders is reserved by EDC.

CONDITIONS OF CONTRACT

1. DEFINITION OF TERMS

In the contract (as hereinafter defined), the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- a) "EDC" : means The EDC Limited and includes its representatives and assignees.
- b) "Contractor" : means the person or persons, Agency or Company whose tender is accepted by the EDC Ltd. and includes the Contractor's legal representatives, successors and permitted assignees.
- c) "Site" : means 2nd floor of EDC HOUSE, Panaji - Goa
- d) "Works" : Providing and fixing Galvalume sheets on the second floor of EDC House Building, Panaji, Goa.

2. TERMS AND CONDITIONS

1. Sealed tenders by two envelope system should be addressed and delivered to the
Manager (Engineering), EDC Ltd.
EDC House, 1st floor,
Dr. A.B. Road, Panaji – Goa
2. Validity of quotation should atleast be for a period of 90 days from the date of submission.
3. The quotation should be accompanied with Earnest Money Deposit of Rs.10,000/- in the form of DD payable at Panaji in favour of the EDC Ltd/ Cash Receipt deposited in EDC.
4. The EDC reserves the right to accept or reject any or all tenders either in whole or in part without assigning any reason for doing so.
5. The detailed specification/scope of work is enclosed.

6. The rates should be quoted in words as well as in figures. In case of discrepancy between the two, the rates in words will prevail over the figures.

3. EARNEST MONEY DEPOSIT/ SECURITY DEPOSIT

Every tender shall be accompanied with Earnest Money of Rs.10,000/- (Rupees Ten thousand only) by way of demand draft in favour of EDC Ltd. payable at Panaji, Goa/ Cash Receipt deposited in EDC. The tenders not accompanied with Earnest Money will be rejected. In case the successful tenderer fails to commence the work within schedule time or fails to keep tender open during validity period, the Earnest Money will be forfeited by the EDC Ltd., without prejudice to any other rights.

The Earnest Money of successful tenderer will form part of security deposit. The Earnest Money of unsuccessful tenderers will be returned without any interest.

The Security Deposit at 5% of the value of work shall be retained from the bills as security deposit. The Security Deposit shall be released without interest after successful completion of Defect Liability Period.

In case of breach of Contract by the Contractor, the security deposit or its part shall be forfeited by the EDC. The decision of the EDC on such forfeiture shall be final and binding on the Contractor.

4. TIME FOR COMPLETION

The Contractor shall commence the work within 5 days from the date of work order issued by the EDC. The work shall be completed in all respects within a period of 10 days from the date of work order. The period of 10 days shall be inclusive of period of monsoon if any.

5. DELAY IN COMPLETION & DAMAGES FOR NON – COMPLETION

If the Contractor fails to complete the work within the period stipulated above in Clause 2 or within any time extended under Clause 5 hereafter, the Contractor shall pay or allow the EDC following sum as liquidated damages for the period during which the said works shall remain incomplete and the EDC may deduct such damages from any money due to the Contractor or recover as debt.

- i) First 15 days of delay Rs. 200/- per day
ii) For period beyond first 15 days of delay Rs.300/- per day
subject to maximum of Rs.10,000/-

6. CERTIFICATE OF PAYMENT

The Contractor shall submit all his running bills to EDC Limited. The running bills shall have total details of work executed upto date of running bill including detailed measurements. The EDC, after the bill is scrutinized shall make the payment to the Contractor after making all deductions permitted in this contract.

7. DELAY & EXTENTION OF TIME

If in the opinion of the EDC the work may be delayed

- a) by force majeure or
- b) exceptional adverse weather conditions unforeseen at the time of signing of the contract or
- c) by reason or proceedings taken or threatened or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or
- d) by the works or delays of other Contractors engaged by the EDC and not referred to in the bill of quantities and or specifications or
- e) by reasons of EDC's instructions or
- f) by reason of civil commotion, workman's strike or lockout affecting any of the building trade or
- g) in consequence of the Contractor not having received in due time necessary instructions from the EDC for which he shall have specifically applied in writing or.
- h) from other causes which the EDC may certify in writing as beyond the control of the Contractor.

The EDC shall make a fair and reasonable extension of time for completion of the contract work.

8. VIRTUAL COMPLETION

The EDC shall issue a certificate to Contractor when works get virtually completed. The works shall not be considered as completed until such virtual completion certificate is issued.

9. DEFECT LIABILITY PERIOD

The "Defects Liability period" shall be a period of 3 months calculated from the date of issue by the EDC to the Contractor of a certificate of virtual completion of works. During this period the Contractor shall provide free maintenance for the works included in this contract and shall further amend and make good at his own cost within such reasonable time

as the EDC may allow defects, cracks, shrinkage, settlement or other faults which may become apparent in the works. Should the Contractor fail to carry out such maintenance, rectification of defects, cracks, shrinkage, settlement or other faults in a manner satisfactory to the EDC, or should he delay in undertaking or executing the work, the EDC may employ and pay other persons to carry out such maintenance and amend and make good such defects, shrinkage, settlement or faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor or may be deducted from any amount due or that may become due to the Contractor under the contract or may be recovered as a debt.

10. MATERIAL AND RATES

The Contractor shall be required to procure all materials from his own sources for use in the works. All charges, prices, cartage, storage, transport and delivery of all materials shall be deemed to have included in the contract rates. The rates quoted by the Contractor shall be inclusive of all taxes and duties levied by the Government and other authorities and shall not be subject to any variation arising from variation in costs of materials or labour or from any other conditions. The quantities shown in the bill of quantity are approximate and are likely to be increased or decreased. The contract rates shall be for finished work measured on site and shall be inclusive of all incidental charges, including labour, material, hire of any tools and plants, storage of materials, working out and cleaning of the site and initial clearing of site and all other incidental work that may be necessary for the execution of the items listed in the bill of quantities.

The safety and security of all material brought at site shall be the sole responsibility of the contractor. They shall not be removed from site without the written permission of the EDC and shall be used in the Contract work only. Any loss/damage shall be made good by the Contractor at no extra cost.

11. INCOME TAX

The necessary income tax shall be deducted from all Running bills of the Contractor towards income tax and will be deposited with concerned authority. Necessary TDS certificate will be issued to the Contractor for the same, if required.

12. EXTRA ITEMS

The contractor shall on no account undertake without the prior sanction of the EDC any extra work not included in the items of work listed in the Bill of quantity. The EDC may do

any additions, alteration, substitution and omissions to items in Bill of quantity, which may appear to them to be necessary during the progress of the work. The Contractor shall carry out the work in accordance with any instructions which may be given to him in writing, signed by the EDC and such alteration, omissions, additions and substitution shall not invalidate the contract.

The rate of extra work shall be paid at market rates. The market rate for the extra item shall be approved by the EDC. The Contractor shall have to furnish to the EDC approved detailed rate analysis of market rates. The decision of EDC on market rate shall be final and binding on the Contractor.

The market rate shall be derived as under:

- 1) Cost of materials.
- 2) Cost of labour as per actuals.
- 3) Hire charges of plants, if any.
- 4) Freight and Transport if any.
- 5) And 15% for profit and overheads on 1 and 4 above

13.EDC's INSTRUCTIONS

The EDC may from to time issue written instructions, which are hereafter collectively referred to as EDC's Instructions, in regard to:

- a) The Variation or modification of the treatment, quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in between the Bill of Quantities and/or Specifications.
- c) The removal from the site of any materials brought thereon By the Contractor and the substitution of any other material thereof.
- d) The removal or re-execution or both of any works executed by the Contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects of works improperly carried out.

The Contractor shall forthwith comply with and execute any work comprised in such EDC's instructions. If compliance with the EDC's instructions causes the Contractor any loss or expenses beyond that provided for in or reasonably contemplated by the Contract then unless such instructions were issued by reason of some breach of the Contract by the Contractor, the EDC shall pay to the Contractor the cost of such work as determined by the EDC.

14.CONTRACTOR'S SUPERINTENDENCE & REPRESENTATION ON WORK

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the EDC may consider necessary until the expiry of the Guarantee period. The Contractor shall also, during the whole time of the works in progress, employ a competent representative who shall be constantly in attendance at the works while the works are in progress. The Contractor shall inform the EDC in writing of the name of such representative. Any directions, explanations, intimations or notices given by EDC to such representative shall be held to be given to the Contractor.

15.COMPLIANCE WITH REGULATIONS

a) The Contractor shall comply with and give all notices required by an Act or Legislature or by any law for the time being in force or by any regulations or bye-law of any local authority or of any public service company or authority who have any jurisdiction with regard to the works or with whose system the same are or will be connected, and he shall pay and indemnify and keep the EDC indemnified against any fees or charges which may be leviable on account of his operations in executing the works.

b) The Contractor shall be responsible for all kinds of claims, including wages, reinstatement arising out of discharge or dismissals or retrenchment compensation etc. under any acts pertaining to Labour Legislation and the Contractor shall indemnify the EDC for all such claims.

16. MATERIAL AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials and workmanship shall be of the respective kinds described in the Bill of Quantities and specifications and in accordance with the EDC's instructions and the Contractor shall upon the request of the EDC furnish him with all Certificates, Invoices, Accounts, Receipts and other vouchers to prove that the materials are of the quality specified. The Contractor shall at his own cost arrange for and carry out any test of any materials which the EDC may require.

17.REMOVAL OF IMPROPER WORKS

The EDC shall, during the progress of works, have power to order in writing the removal from the works of any materials which, in the opinion of the EDC are not in accordance with the specifications or EDC's instructions, the substitution of proper material, and the removal and proper re-execution of any work executed with materials or workmanship not

in accordance with the Drawings and Specifications or EDC's Instructions and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the EDC shall have the power to employ and pay other persons to carry out the order and expenses consequent thereon or incidental thereto shall be borne by the Contractor, or may be deducted from any money due or that may become due to the Contractor under the contract or may be recovered as a debt.

18. SETTING OUT OF WORKS

The Contractor shall be responsible for the accurate setting out of the works in relation to original points, lines and levels of reference given by the EDC in writing and for the corrections of the positions, levels, dimensions and alignment of all parts of the works and for provisions of all necessary instructions, appliances and labour in connection therewith. If at any time during the progress of the works, any error shall appear or arise in the position, level, dimensions or alignment of any part or works, the Contractor, on being required to do by the EDC shall at his own cost, rectify such error to the satisfaction of the EDC unless such error is based on incorrect data supplied in writing by the EDC or as a result or default by another Contractor, not being as sub-Contractor in which case the cost of rectifying the same shall be borne by the EDC.

19. CLEARANCE OF SITE ON COMPLETION

On the completion of the works the Contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like manner to the satisfaction of the EDC. If the Contractor fails to clear the site on completion of the works to the satisfaction of the EDC, the EDC may employ and pay other persons to do this and all costs incurred in connection therewith as shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor under the Contract or may be recovered as a debt.

20. FAILURE BY CONTRACTOR TO COMPLY WITH INSTRUCTIONS

If the Contractor after receipt or written notice from the EDC requiring compliance within seven days fails to comply with EDC' Instructions, the EDC may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such EDC's Instructions and all costs incurred in connection therewith shall be borne by the Contractor or may be deducted from any money due or that may become due to the Contractor under the Contract or may be recovered as a debt.

21. TERMINATION OF CONTRACT BY EMPLOYER

1. If the Contractor being an individual or a firm commit any "act of insolvency" (as defined by the Presidency Towns Insolvency Act or any act amending such original) or shall be adjudged an Insolvent or being an incorporated Company shall have an order of compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court or shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the EDC that he is able to carry out and fulfill the contract and give security thereafter it so required by the EDC or if the Contractor whether an individual or Firm or incorporated company will suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractor, or shall assign or sublet this Contract without the consent in writing of the EDC first obtained, or shall charge or encumber this contract or any payment due to which may become due to the Contractor there under or if the Contractor:

a) abandons the Contract, or

b) fails to commence the works, or has without any lawful excuse under these conditions suspended the progress of works for 07 days after receiving from the EDC written notice to proceed of, or

c) has failed to proceed with the works with such due diligences and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

d) has failed to remove materials from the site or to pull down and replace work within seven days on receiving from the EDC written notice that the said materials or work were condemned and rejected by the EDC under these conditions, or.

e) has neglected or failed persistently to observe and perform all or any other acts, matters or things by this Contract to be observed and performed by the Contractor for three days after written notice shall have been given by the EDC to the Contractor requiring the Contractor to observe or perform the same, or

f) has to the detriment of good workmanship or in defiance of the EDC's instructions to the contrary, sublet any of the Contract, then the EDC, may notwithstanding any previous waiver, after giving three day's notice in writing the Contractor, enter upon the site and the works and expel the Contractor there from without thereby avoiding the contract or

releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the EDC by the Contract and may himself complete the works or may employ any other Contractor or may use for such completion so much of the constructional Plant, Temporary works and materials which have been deemed to become the property of the EDC, the site as he or they may think proper and the EDC may at any time sell any of the Constructional Plant, Temporary works and unused materials towards adjustment of any sums due or which may become due to him from the Contractor under the contract.

2. The EDC shall as soon as may be practicable after any such entry and expulsion fix and determine ex-party or by or after reference to the parties or after such investigation or inquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonable accrue to the Contractor in respect of work then actually done by him under the Contract and what was the value to any unused, partially used materials, any constructional plant and any Temporary works on site which have been deemed to become the property of the EDC.

22. TERMINATION OF CONTRACT BY THE CONTRACTOR

If payment of the amount payable by the EDC hereafter shall be in arrears and unpaid for 30 days after notice in writing requiring payment of the amount with interest as aforesaid shall have been given by the Contractor to the EDC or the commits any "Act of Insolvency" (as defined by the Presidency Towns Insolvency Act or any Act amending such original) or if the EDC (being an individual or Firm) shall be adjudged an insolvent, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily or subject to the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable within fifteen days after notice to requiring him to do so, to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due and to become due there under, or if the works be stopped for one month under the order of the EDC or by any injunction or other of any Court of Law, than and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the EDC and he shall be entitled to recover from the EDC payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

23. SITE MEETING

The Contractor shall attend all meetings convened by the EDC at site.

24. OFFICE, STORES ON THE SITE

The safety and security of all materials brought at site shall be the sole responsibility of the Contractor. The materials against which an advance has been paid by the EDC shall be carefully stored at site by the Contractor. They shall not be removed from site without the written permission of the EDC and shall be used in the Contract work only. Any loss/damage shall be made good by the Contractor at no extra cost.

25. WORKS ON HOLIDAYS

On week days working hours are restricted between 8.00 am. to 6.00 p.m. If at all urgent work is to be carried out on Saturday or Sundays or holidays or in shifts specific permission from the EDC will be required.

26. SPECIFICATIONS

All work shall be carried out as described in the tender items and specifications. Where there are any discrepancy or gaps in specifications in tender the specifications in I.S. Code and C.P.W.D. Specifications shall be followed in that order after the same are discussed with the EDC and as per their written instructions received. For patented products, the manufacturer's specifications and instructions shall be followed. For any discrepancy in various specifications, EDC's decision shall be final and binding.

27. MEASUREMENT TO BE TAKEN BEFORE WORK IS COVERED

The measurement shall be taken with the EDC's representative before covering up or otherwise placing beyond the reach the measurements of any item of work. Should the Contractor neglect to do so, the same shall be uncovered at the Contractor's expense or in default thereof, no payment shall be made for such work or the materials with which the same was executed.

28. DIMENSIONS

Figured dimensions are in all cases to be accepted in preference to scaled sizes. Large scale details to take precedence over small scale drawing. In case of discrepancy, the Contractor is required to ask for an explanation before proceedings with the work.

29. TESTING OF WORKS AND MATERIAL

The Contractor shall as and when required by the EDC arrange to test materials and/ or portions of the works at his own cost in order to prove their soundness and efficiency. If after such test, the work or portions of the works are found, in the opinion of the EDC, to be defective or unsound the Contractor shall pull down and re-erect the same at his own cost.

30. SCOPE OF WORK

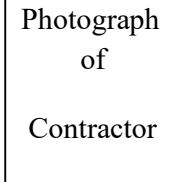
The scope of work and bill of quantities attached as per **Annexure 'A'** herewith. The EDC may add, omit or modify the quantities mentioned in bill of quantity.

BILL OF QUANTITIES (BOQ)

Name of work: Providing and fixing Galvalume sheets on the second-floor of EDC House Building

Sr.No.	Item Description	Qty	Units	Rate (Rs.)	Amount Quoted (Rs.)
1.0	Providing and fixing of GI hollow Tubular sections (RHS/SHS) for roofing on 2nd floor of EDC House, in welded Structural Steel of (SAIL, TATA, VIZAG, JSW, APOLLO Steel Ltd.) make (Min Yeild Stress 310 Mpa) with base plates and anchor fasteners including cutting, hoisting, fixing in position and applying a priming coat with steel primer and two coat of oil paint of approved make, etc. complete. as per the directions of Engineer in charge.	1697	Kg		
2.0	Providing and laying colour coated roofing sheets of Galvalume/ Zinalume with 0.5 mm thickness in Blue Colour fixed with galvanized iron self tapping screws including ridges and flashings for the wall junctions, etc. all complete as per the directions of Engineer in charge.	172	Sqm		
	Total Amount (Excluding GST) in Rs.				
	Add GST				
	Grand Total Rs.				
<i>Amount in words:</i> _____					

APPLICATION FORM



1. Name of Contractor :
2. Full address:
 - a) Office address:

 - b) Local office address:
3. E-mail Address:
4. Telephone/Mobile No. : Tel _____ Mob: _____
5. Constitution of the firm:
6. Name of Proprietor/Partner/Director:
7. GST Reg. No. :
8. PAN Card no. :
9. Details of EMD Deposit - Rs. 10,000/- :

I / we certify that all information furnished is true and correct to the best of my knowledge.

Date:

Place:

(Signature of Contractor)