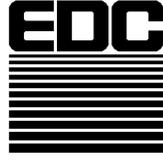


EDC Limited



(A Government of Goa Undertaking)
1st Floor, EDC House, Dr. Atmaram Borkar Road,
Panaji, Goa 403 001.

Cin No. U65993GA1975SGC000214

E-Tender Notification No. EDC/ENG/OB/GEN/02/2025-26

Date: 14/03/2026

TENDER NOTICE

(e-Tendering mode only)

EDC Limited invites Tenders in online mode only from eligible Contractors under two bids system namely – Technical bid and Financial bid for the “**Supply, Installation, Testing and Commissioning of Air Conditioning system on ground and mezzanine floor of EDC House Building at Panaji, Goa.**”

Sr. No.	Item	Particulars
1.	Mode of Tendering	E-Tendering
2.	E-Tendering Website	https://eprocure.goa.gov.in
3.	Tender Estimated	Rs.37,64,768/- (exclusive of GST)
3.	Tender Document Fee	Rs.200/- (Rupees two hundred only) (Non-Refundable) to be paid online through e-payment mode via NEFT/RTGS/Net banking on e-tendering website.
4.	Tender Processing Fee	Rs.6000/- (Rupees Seven Thousand Eight Hundred only) (Non-Refundable) to be paid online through e-payment mode via NEFT/RTGS/Net banking on e-tendering website.
5.	Earnest Money Deposit	Rs.94,000/- (Rupees Ninety Four Thousand only) to be paid online through e-payment mode via NEFT/RTGS/Net banking on e-tendering website.
6.	Date and Time for request of Tender Document	14.03.2026 to 24.03.2026 upto 3.00 p.m.
7.	Date and Time for issue of Tender Document	14.03.2026 to 24.03.2026 upto 3.00 p.m.
8.	Date and Time for Online submission of bids	24.03.2026 upto 3.30 p.m.
9.	Date and Time for opening of Technical Bid	25.03.2026 at 3.30 p.m.
10.	Date and Time for opening of Financial Bid	Will be communicated later

11.	Contact details	<p>Managing Director EDC Limited, EDC House, 1st Floor, Dr. Atmaram Borkar Road, Panaji – Goa 403 001</p> <p>Phone No. : 0832 2224510 to 2224517 e.mail: edcpanaji@edc-goa.com website www.edc-goa.com</p> <p><u>For e-Tendering assistance</u> E-tendering technical support Please visit Contact Us section on https://eprocure.goa.gov.in/ Email: - e-tender.goa @nic.in</p>
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The interested contractors are requested to take note of the following points:

1. Interested Contractors are requested to refer to Conditions of Contract, Bill of Quantity of Tender document and submit the bids in online mode as per prescribed formats only.
2. Interested Contractors should do an e-payment of Rs.200/- towards Tender Document Fee. The Tender Document Fee is non-refundable.
3. Interested Contractors should do an e-payment of Rs.6000/- towards Tender Processing Fee. The Tender Processing Fee is non-refundable.
4. Interested Contractors should submit Earnest Money Deposit (EMD) of Rs.94,000/- through e-payment mode as mentioned in tender document.
5. The contractors should quote item rate tender.
6. Minimum pre-qualification criteria fixed is as below:
 - a) *An individual or Registered Firm or a LLP or a Company having minimum 5 years experience in immediate past of executing HVAC work for reputed institutions/organizations.*
 - b) *Minimum Average annual turnover of Rs.100.00 lakhs over a period of last three years as on 31/03/2025.*
 - c) *Having successfully completed at least one similar work of minimum value of Rs.100.00 lakhs or two similar works of minimum value of Rs.50.00 lakh each for reputed institutions/organizations in last five years period.*
7. The interested contractors shall also submit hard copy of following to EDC Ltd. by 3.30 p.m. on 24/03/2026.
 - (a) Certified copies of experience Certificate/ Bills/ Work Orders, financials, registration certificates, etc. of the Contractors to prove their prequalification as per above Minimum Pre-qualification criteria.
 - (b) Attested copy of Pan Card/ GST registration Certificate.

The above documents shall be placed in a single envelop super scribed as “Technical Bid”.
8. The above mentioned documents shall also be scanned and uploaded on the e-tendering website by 24/03/2026 on or before 3.30 p.m.

EDC LIMITED



**1th Floor, EDC House, Dr. Atmaram Borkar Road,
Panaji, Goa 403 001.**

TENDER DOCUMENT

FOR

THE WORK OF

**SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF AIR CONDITIONING SYSTEM
ON GROUND AND MEZZANINE FLOOR
OF EDC HOUSE BUILDING.**

MARCH 2026

TERMS AND CONDITIONS

1. The tenders shall be submitted by e-tendering mode to the Managing Director, EDC Ltd., EDC House, Dr. A.B. Road. Panaji – Goa, latest by **3.30 p.m. on 24/03/2026** in sealed covers. The name of the work should be clearly mentioned on the sealed covers.
2. The Tenders should be submitted by **two envelope system** i.e. there should be separate submission of Technical bid and Financial bid.
3. The Technical bid shall necessarily have certified copies of the bio-data of interested Contractor, copy of Pan Card/GST Registration Certificate and copy of documents to prove their experience vis a viz the Minimum Prequalification Criteria, mentioned hereafter.
4. The Financial bid should have Tender Documents duly signed along with rates quoted for all items in Bill of Quantity.
5. The Technical bid will be opened on **25/03/2026, at 3.30 p.m.** at EDC, in the presence of tenderers present. The Financial Bid opening dates shall be communicated later.
6. The Minimum Pre-qualification criteria shall be as below:
 - a. *An individual or Registered Firm or a LLP or a Company having minimum 5 years experience in immediate past of executing HVAC work for reputed institutions/organizations.*
 - b. *Minimum Average annual turnover of Rs.100.00 lakhs over a period of last three years as on 31/03/2025.*
 - c. *Having successfully completed at least one similar work of minimum value of Rs.100.00 lakhs or two similar works of minimum value of Rs.50.00 lakh each for reputed institutions/organizations in last five years period.*
7. The tenderers are required to carefully study scope of work, conditions of contract and also visit the EDC House, Panaji to get acquainted with site conditions, before quoting for the work.
8. The work shall have to be carried out in office premises which is operational by cordoning the work area in phased manner without causing much disturbance to the office operations.
9. The rates should be quoted in words as well as figures. In case of discrepancy between the two, the rates in words will prevail over the figures.
10. The tenders submitted shall remain valid for a period of 60 days from the date of submission of offer and tenders submitted shall not be withdrawn.
11. Incomplete and conditional tenders shall not be accepted.

11. The Tenderers are liable to be rejected interalia.
 - a) If it is not in conformity with instructions mentioned here above.
 - b) If it is not properly signed by the Contractor.
 - c) If it is received after expiry of due date and time.
 - d) If it is not accompanied with proper documents.

12. The EDC reserves right to
 - a) Accept /Reject any of the Tenders without assigning any reason.
 - b) Revise the requirement at the time accepting the tenders.
 - c) Add, modify, relax or waive any of the conditions stipulated in the conditions of contract wherever deemed necessary.
 - d) To ask for more documents from the Contractor regarding their experience and/or bio-data.
 - e) To postpone the date of opening of tenders, with due intimation to the Contractor.

13. **The rate should be quoted inclusive of all taxes but except GST. The GST shall be paid extra as applicable.**

CONDITIONS OF CONTRACT

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) Consultant : means M/s. S. V. Kamat & Associates, including its representative and assignees.
- c) "Contractor" : means the person or persons, Agency or Company whose tender is accepted by the EDC Ltd. and includes the Contractors legal representatives, successors and permitted assignees.
- d) "Site " : means EDC House, Panaji - Goa
- e) "Work" : means Supply, Installation, Testing and Commissioning of Air Conditioning system on ground and mezzanine floor of EDC House Building.

EARNEST MONEY/ RETENTION MONEY/ SECURITY DEPOSIT

Every tender shall be accompanied with Earnest Money of Rs.94,000/- (Rupees Ninety Six Thousand only) to be paid online through e-payment mode via NEFT/RTGS/Net banking on e-tendering website. The tenders not accompanied with Earnest Money will be rejected.

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

From each running bill of the contractor, 10% of the value of work shall be retained as retention money

The Earnest Money Deposit and retention money through running bills shall form part of the security deposit.

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.

The security deposit will be released without interest to the contractor after successful completion of defect liability period of 12 months after deducting any sum which may be due to the EDC Ltd. from the contractor on account of any of the terms and conditions of the contract.

2. TIME FOR COMPLETION

The Contractor shall commence the work within 7 days from the date of work order issued by the EDC. The work shall be completed in all respects within a period of 60 days from the date of work order. The period of 60 days shall be inclusive of period of monsoon if any.

3. 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 extended time without levy of penalty 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. 3000/- per day
- ii) For period beyond first 15 days of delay Rs. 5000/- per day
subject to maximum of Rs.2,00,000/-

4. CERTIFICATE OF PAYMENT

- i) The Contractor shall submit all his running bills to General Manager (Engineering) of EDC Limited and Consultant M/s. S. V. Kamat & Associates. The running bills shall have total details of work executed upto date of running bill including detailed measurements. After the bill is scrutinized by the EDC and consultant, the EDC shall make the payment to the Contractor after making all deductions permitted in this contract.
- ii) The Consultant may in their absolute discretion allow in running bills inclusion of such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use and incorporation in the works. The value of the material at site to be included in the running bills shall be least of 70% of cost of material as per bill of material and derived cost of material by consultant based on actual rates of items in the bill of quantity. The material at site brought prematurely or not properly stored and protected against weather or theft or other risks to the satisfaction of the Consultant & EDC will not be considered for payment.
- iii) From the running bills, 10% of the value of the work completed by the Contractor shall be retained as security deposit.

5. DELAY & EXTENTION OF TIME

If in the opinion of the Consultant 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 neighbouring 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 or Consultants 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 consultant for which he shall have specifically applied in writing.

h) from other causes which the consultant 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.

6. VIRTUAL COMPLETION

The Consultant 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.

7. DEFECT LIABILITY PERIOD

The "Defects Liability period" shall be a period of 12 months calculated from the date of issue by the Consultant 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/consultant 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 Consultant or 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.

8. 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 contract. 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 Consultant and shall be used in the Contract work only. Any loss/damage shall be made good by the Contractor at no extra cost.

9. INCOME TAX AND OTHER TAXES

The necessary income tax and other taxes as applicable shall be deducted from all Running bills of the Contractor & will be deposited with concerned authority. Necessary credit note will be issued to the Contractor for the same. The labour cess @ 1% shall be deducted from the contractors bill and deposited with the Labour Department.

10. PROGRAMME

The Contractor within 7 days of the award of the contract shall submit to the consultant a detailed programme of completion of working form of Bar Chart. He shall make all changes deemed necessary by the consultant for the fulfillment of the contract by due date. The Contractor shall strictly adhere to the approved programme and despite repeated instructions if the Contractor fails to show satisfactory progress of the work, the consultant may take suitable action as deemed fit as per the conditions of this contract.

11. EXTRA ITEMS

The contractor shall on no account undertake without the prior sanction of the consultant/EDC any extra work not included in the items of work listed in the Bill of quantity. The consultant may do with prior approval of EDC, 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 consultant 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 Consultant. The Contractor shall have to furnish to the Consultant approved detailed rate analysis of market rates. The decision of Consultant 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 actual.
- 3) Hire charges of plants, if any (with P.O.L)
- 4) Freight and Transport if any.
- 5) And 15% for profit and overheads on 1 and 4 above.

12. EDC and CONSULTANT's INSTRUCTIONS

The EDC and Consultant may from to time issue written instructions, which are hereafter collectively referred to as EDC's and Consultant'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 and Consultant's Instructions. If compliance with the EDC's and Consultant'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 as per recommendation of Consultant.

13. 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 consultant in writing of the name of such representative. Any directions, explanations, intimations or notices given by the Consultant to such representative shall be held to be given to the Contractor.

14.WATCHING AND LIGHTING

The Contractor shall during the course of the works and until taken over, provide and maintain at his cost on site of works, all lights for night work and all lights, guards and watching when and where necessary or required by the EDC or by any Competent Statutory Authority for the protection of the works, Constructional Plant, Temporary Works or materials or for the safety and convenience of the public or others.

15.OTHER PERSONS ENGAGED BY THE EDC

The EDC reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor is to allow all reasonable facilities, as determined, if in position, but the Contractor is not required to provide any other plant or materials for the execution of such work except by special arrangements with the EDC.

16.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 arising there from.

17.MATERIAL AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials and workmanship shall be of the respective kinds described in the Bill of Quantities, Approved Makes, drawings and specifications and in accordance with the Consultants instructions and the Contractor shall upon the request of the consultant 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 Consultant may require. The Contractor shall give advance intimation to consultant about its programme of casting the slab, concrete, etc. if any.

18.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 consultant are not in accordance with the specifications or EDC's and consultants 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 and consultants 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 with 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.

19.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 Consultant 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

Consultant shall at his own cost, rectify such error to the satisfaction of the Consultant unless such error is based on incorrect data supplied in writing by the Consultant 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. The checking of any setting out or of any line or level by the Consultant shall not in any way relieve the Contractor of his responsibility for the accuracy thereof. The Contractor shall carefully protect and preserve bench marks, side rails, pegs and other things used in setting out the works.

20. CLEARANCE OF SITE ON COMPLETION

On the completion of the works the Contractor shall clear away and remove from the site all constructional plant and 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 Consultant. 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.

21. FAILURE BY CONTRACTOR TO COMPLY WITH INSTRUCTIONS

If the Contractor after receipt or written notice from the Consultant requiring compliance within two days fails to comply with such drawings or EDC's and Consultant Instructions or both as the EDC may issue, the EDC may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such drawings or 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.

22. TERMINATION OF CONTRACT BY EDC

1. If the Contractor being an individual or a registered Firm or a LLP or a company 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 if so required by the EDC or if the Contractor whether an individual or registered Firm or a LLP or a 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 Consultants written notice to proceed of
- 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 Consultant's written notice that the said materials or work were condemned and rejected by the Consultant 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 Consultant 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 & Consultant 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 it 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 reasonably 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.

23.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 as aforesaid shall have been given by the Contractor to the EDC or 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 thereunder, 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.

24.SITE MEETING

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

25.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. The laborers shall not be allowed to stay in the premises beyond working hours,

26.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 Sundays or holidays or in shifts specific permission from the EDC will be required.

27.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, consultant's decision shall be final and binding.

28.MEASUREMENT TO BE TAKEN BEFORE WORK IS COVERED

The measurement shall be taken with the consultant in presence of EDC representatives 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.

29.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.

30.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 consultant, to be defective or unsound the Contractor shall pull down and re-erect the same at his own cost.

31.SCOPE OF WORK

The scope of work will be as per bill of quantities attached herewith. The consultant may add, omit or modify the quantities mentioned in bill of quantity, after discussions with EDC.

32. INJURY TO PERSON OF EDC

(1)The Contractor shall be liable for and shall indemnify the EDC against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the works.

(2) Except for such loss or damage as is at the risk of the EDC the Contractor shall be liable for and shall indemnify the EDC against any expense, liability, loss, claim or proceedings in respect of any injury or damage arises out of or in the course of or by reason of the carrying out of the works and provided always that the same is due to any negligence, omission or default of the Contractor, his servants or agents or of any sub-contractor, his servants or agent.

33. INSURANCE AGAINST INJURY TO PERSONS AND PROPERTY

(1) Without prejudice to his liability to indemnify the EDC under clause 32 of these conditions, the Contractor shall maintain and shall cause any Sub – Contract to maintain:

(a) Such insurances as are necessary to cover the liability of the Contractor or as the case may be of such Sub – Contractor in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the work; and

(b) Such insurances as may be specifically required by the contractor in respect of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the work, and caused by any negligence, omission or default of the Contractor, his servants or agents or as the case may be of such Sub – Contractor, his servants or agents. The Contractor shall produce or cause any – Sub-Contractor to produce for inspection the relevant policy or policies of insurance together with the receipts in respect of premiums paid under such policy or policies as and when required to do so by the EDC provided always that as and when may be reasonably required by the EDC the production by either the Contractor or any Sub – Contractor or a current certificate of insurance from the Company of Firm which shall have issued the policy or policies aforesaid shall be a good discharge of the Contractor's obligation to produce or to cause the production of the policy or policies and the receipts in respect of premium paid.

2(a) The Contractor shall maintain in the joint names of the EDC and the Contractor such insurances as may be required in respect of any expenses, liability, loss, claim or proceedings which the EDC may incur or sustain by reason of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the work, and caused otherwise than by the negligence, omission or default of the contractor, his servants or agents or any Sub-Contractor, his servants or agents.

2(b) Any such insurance as is referred to in the immediate preceding paragraph shall be with Insurance Company to be approved by the EDC and the Contractor shall have to deposit with him the policy or policies and the receipts in respect of premium paid.

3. Should the Contractor or any Sub-Contractor make default in insuring or in continuing to insure as mentioned in sub clauses(1) and (2) of this condition the EDC may himself insure and risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums from any money due to or become due to the Contractor.

34. INSURANCE OF THE WORKS AGAINST FIRE. ETC.

1(a) The Contractor shall in the joint names of the EDC and contractor insure against loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from, aerial objects, riot and civil commotion for the full value thereof all work executed and all unfixed materials and goods intended for delivered to and placed on or adjacent to the work, but excluding temporary building plant, tools and equipment owned or hired by the Contractor or any sub-contractor and shall keep such work, materials and goods so insured until taking over Certificate of the works. Such insurance shall be with insurers approved by the EDC and the Contractor shall deposit with the EDC the policy or policies and the receipts in respect of premium paid; and should the Contractor make default in insuring or continuing to insure as aforesaid the EDC may himself insure against any risk with respect of which the default shall have occurred and deduct a sum equivalent to the amount paid by him in respect of premium from any money due to or to become due to the contractor.

Provided always that if the Contractor shall independently of his obligations under the contract maintain a policy of insurance which covers (inter alia) the said work, materials and goods against the aforesaid contingencies to the full value thereof then the maintenance by the Contractor of such policy shall if the EDC's interest is endorsed thereon, be a discharge of the contractor's obligation to insure in the joint names of the EDC and the Contractor and the production by

the Contractor as and when may reasonably be required by the EDC of a current certificate of insurance from the Company or Firm which shall have issued the said policy, shall be a discharge of the Contractor's obligation to deposit with the EDC a policy or policies and the receipts in respect of premiums paid.

1(b) Upon settlement or any claim under the insurances aforesaid the Contractor with due diligence shall restore work damaged, replace or repaid unfixed materials or goods which have been destroyed or injured, remove or dispose of any debris and proceed with the carrying out and completion of the work. All money received from such insurances shall be paid to the EDC by the Contractor and the Contractor shall not be entitled to payment in respect of the restoration of work damaged, the replacement and repair of any unfixed materials or goods and the removal and disposal of debris other than the money received under the said insurances.

35.SIGNING OF BID

Submission of Electronic Bid from the Contractor shall mean that "the contractor has read and understood the contents of the bid documents as a whole and has agreed to abide by all the terms and conditions stipulated therein".

36.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 Panaji, 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.

37. 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 otherwise 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 Panaji, Goa, within 30 days from the date of rejection of any of Contractors claim by the EDC.

38. PART OF PERMANENT WORK DESIGNED BY THE CONTRACTOR

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

39. SUB – CONTRACTOR

The Contractor shall not sub-Contract the whole of the Works. Further,
a) The prior consent of the Consultant shall be obtained to proposed Sub-Contract
b) Not less than 10 days before the intended date of each Sub-Contractor commencing Works on the Site, the Contractor shall notify the Consultant.

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.

40. 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 EDC, the Consultant and their assistants shall have the right to use such documents at all reasonable times.

41. HUTS

No huts will be permitted to be in the premises of EDC House.