

V.O.CHIDAMBARANAR PORT AUTHORITY

TUTICORIN – 628004



TENDER DOCUMENT FOR  
SINGLE COVER SYSTEM

Name of Work “Strengthening of bollard by using MS Plate and Supplying, fabricating and fixing of MS Manhole cover and ladders in VOC Wharf and Additional berth inside green gate”

OCTOBER 2024

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## V.O.CHIDAMBARANAR PORT AUTHORITY

### CIVIL ENGINEERING DEPARTMENT

#### Notice Inviting Tender (NIT)

#### (Only through E-Tendering Portal)

**VOCPA E-Tendering Website: <https://etenders.gov.in/e procure/app>**

**VOCPA Website: <https://www.vocport.gov.in>**

**NIT.No:05CE/HMD/2024-25/D. 2945**

**Date: 15.10.2024**

Online tender is invited by V.O.Chidambaranar Port Authority, Tuticorin from **Class "A"** of VOC Port enlisted contractors (or) registered civil contractors (having value more than the tender value) under organizations such as State/Central Government Departments/Public Sector Undertakings/CPWD/National Highway Authority of India/ Railway/Military Engineering Services/Major Ports for the following work.

i	Name of work	<b>Strengthening of bollard by using MS Plate and Supplying, fabricating and fixing of MS Manhole cover and ladders in VOC Wharf and Additional berth inside green gate.</b>
ii	Estimate cost put to tender	<b>Rs.21,78,923/-</b> (Rupees Twenty One Lakhs Seventy Eight Thousand Nine Hundred and Twenty Three only)
iii	Earnest Money Deposit (EMD)	<b>Rs.43,580/-</b> (Rupees Forty Three Thousand Five Hundred and Eighty only) EMD payment made by the bidders should only through online payment gateway in CPP Portal mode. Otherwise, his/her/their tender will be rejected.
iv	Cost of tender document	Nil
v	Downloading of Tender from VOCPA online e-tendering website.	16.10.2024 to 29.10.2024 upto 15:00Hrs.
vi	Last Date and Time for submission of Tenders online.	29.10.2024 upto 15:00 Hrs.
vii	Online Price bid opening date and time.	30.10.2024 at 15:30 Hrs.
viii	Period of completion	<b>Six Months</b>
ix	Validity of Tender	120 Days from the date of opening the bid.

**Note: The tenderer shall attach the documentary evidence for the valid registration of Civil Engineering Contractor issued by the organizations as indicated in tender notice.**

**1. General Conditions:**

1. The tender documents and other relevant documents are required to be submitted only through e-tender mode offered in the website <https://etenders.gov.in/eprocure/app>.
2. The e-Tender will not be considered who have ongoing litigation against the VOCPA. If such tenderer submit the tender document through e-tender, the amount paid towards the Earnest Money Deposit will be forfeited.
3. The EMD shall be paid through online payment gateway mode in CPP Portal only. Without EMD, the Tender will not be considered. EMD in any other form will not be accepted.
4. The Ports reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
5. The tenderer while uploading their document shall also upload the undertaking as **Annexure-I (Tender Acceptance Letter)** of tender document, instead of uploading of signed tender documents failing which, the offer will not be considered for evaluation.
6. This Notice Inviting Tender shall form part of the contract agreement.
7. The tenderer shall furnish the GSTIN, PAN, ESI, EPF registration code document.
8. **Extra/ Additional Security Deposit (E/ASD) & Its Calculation:** Over and above the E.M.D, tenderer quoting rebate more than 15% on the cost of work put to tender shall have to pay an 'Extra / Additional Security Deposit (E/A.S.D)' separately. E/ASD wherever applicable will be collected from the successful bidder along with the Initial Security Deposit (ISD) after issuing the Letter of Intent (LOI). Back-out from the offer by the successful bidder after issue/ receipt of LOI or

non-deposit of E/ASD by the successful bidder will be liable for forfeiture of EMD and debarment of the bidder from participating in any future tender of VOCPA. E/ASD may be accepted in form of RTGS/NEFT/any other e-mode payable V.O.Chidambaranar Port Authority, Tuticorin, Tamilnadu State, India or Bank Guarantee.

$$\text{Extra/Additional Security Deposit (E/A.S.D)} = \frac{A \times \text{cost of work put to tender}}{100}$$

Where A = Percentage rebate quoted on the cost of work put to tender by the tenderer minus 15 (Fifteen).

**Example:** If the tenderer desires to quote percentage rebate 25% (Twenty five) percent, then the Extra/Additional Security Deposit (E/A.S.D) shall be worked out as under.

$$\text{E/A.S.D Amount} = \frac{(25 - 15) \times \text{cost of work put to tender}}{100}$$

**Note:** The RTGS/NEFT or Bank Guarantee shall be valid upto maintenance period of contract. The E.A.S.D will be released on satisfactory completion of the work. The Performance Guarantee will be released on completion of maintenance period.

*CM*  
15/10  
/ 107 **CHIEF ENGINEER**

**Copy to:**

1. All Head of Department / VOCPA
  2. Chief Vigilance Officer/VOCPA
  3. The Superintending Engineer(C)
  4. The Executive Engineer / PWD, Sivankoil Street, Tuticorin -2.
  5. The Chief Engineer, Tuticorin Thermal Power Station, Tuticorin 4.
  6. Notice Board.
- } Through mail



**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**FORM OF AGREEMENT**

This AGREEMENT made this.....  
day of..... (two thousand .....) Between  
the Board Members of V.O.Chidambaranar Port Authority, a body corporate under Major  
Port Authorities Act 2021 (herein after called the "Board" which expression shall, unless  
excluded by, or repugnant to the context be deemed to include the successors in office) on  
the one part  
And.....

.....  
.....

(hereinafter called the "CONTRACTOR" which expression shall, unless excluded by, or  
repugnant to the context be deemed to include his hires, executors, administrators,  
representatives and assigns or successors in office) on the other part.

WHEREAS the Board Members of V.O.Chidambaranar is desirous of constructing the work  
comprising.

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

WHEREAS the contractor has offered to execute, complete and maintain such works and  
whereas the Board has accepted the tender of the contractor and WHEREAS the contractor  
has furnished a sum of **Rs.43,580/- (Rupees Forty Three Thousand Five Hundred and Eighty  
only)** as Earnest Money Deposit at the time of tendering which will be adjusted against  
performance security as per Clause (d) of the memorandum and the security deposit as per  
Clause (e) of the memorandum will be collected by deductions from the running bills, at the  
rates mentioned there in for the due fulfillment of all the conditions of this contract.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and the expressions shall have the same meanings as are  
respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part  
of this agreement viz.
  1. Memorandum.
  2. General conditions of contract.
  3. Special conditions of contract.
  4. Schedule of approximate quantities and rates.
  5. Schedule of drawings.
3. The contractor hereby covenants with the Board Members of V.O.Chidambaranar  
Port Authority to construct complete and maintain the "works" in conformity in all  
respects with the provision of the agreement.

4. The Board Members of V.O.Chidambaranar Port Authority hereby covenants to pay the contractor in consideration of such construction, completion and maintenance of the works the “Contract price” at the time and in the manner prescribed by the contract.
5. IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Board Members of V.O.Chidambaranar Port Authority was hereinto affixed and

The Chairman thereof, has set his  
Hand in the presence of

**V.O.Chidambaranar Port Authority.**

Signed and sealed by

The Contractor in the presence of

(Witness with address)

**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**TUTICORIN - 628 004.**  
**(CIVIL ENGINEERING DEPARTMENT)**  
**TENDER FOR WORKS**  
**CONTRACT FORM – A**

I / We hereby tender for the execution for the Chairman, V.O.Chidambaranar Port Authority of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in the conditions of the contract and with such materials as are provided for by, and in all respects in accordance with, such conditions so far as possible.

1. **MEMORANDUM:**

- a. **General Description:** “Strengthening of bollard by using MS Plate and Supplying, fabricating and fixing of MS Manhole cover and ladders in VOC Wharf and Additional berth inside green gate.”
- b. **Estimate Cost:** Rs.21,78,923 (Rupees Twenty One Lakhs Seventy Eight Thousand Nine Hundred and Twenty Three only)
- c. **Earnest Money:** Rs.43,580/- (Rupees Forty Three Thousand Five Hundred and Eighty only) EMD payment made by the bidders should only through online payment gateway in CPP Portal mode. Otherwise, his/her/their tender will be rejected.
- d. **Performance Security:** The contractor shall deposit an amount equal to 5% of the accepted tender value as performance security through RTGS/NEFT or irrevocable Bank Guarantee, obtained from the Nationalized/Scheduled bank in the form as per specimen in the schedule. A letter from the Bank shall also be sent along with the Bank guarantee, to the Employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However, the Chief Engineer may relax the time limit of 15 days and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the Performance Security is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the Earnest Money Deposit will be forfeited. The Performance Security will remain in force throughout the period of contract and will be refunded thereafter.
- e. **Security deposit:** Security Deposit at 10% will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD subject to a maximum accumulation of 5% of the contract price. Half of the above sum will be refunded to the contractor, if he so desires on substantial completions and for handing over of the work of the satisfaction of the Engineer. The balance being held in deposit as security for satisfactorily maintaining the works free from defects for a period of 12months after the date of completion of works. If during this period of 12months any defects are notified which in the opinion of Chief Engineer are due to bad materials used and / or defective workmanship, the contractor shall be required to carry out at the contractors cost such repairs as the chief engineer considers necessary or in the event of contractor failing to do this within a notified rectification of the defects from the amount retained without prejudice to the recovery of amount that may have been spent in excess of the deposit. For purpose of this clause, the period of 12months EMD may be the form of RTGS/NEFT shall be adjusted against security deposit. This amount as stated above will not bear any interest.

- f. **Period of Completion:** Time allowed for the work from the 15<sup>th</sup> day after the date of written order to commence is **Six Months**
- g. **Delay in commencement of work Forfeiture of Earnest Money Deposit:**
- (i) Should this tender be accepted, in whole or in part I / We hereby agree (i) to abide by the fulfillment all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and to pay the Chairman, VOC Port Authority or his successors, in office the sum of money mentioned in the said conditions. A sum of **Rs.43,580/- (Rupees Forty Three Thousand Five Hundred and Eighty only)** as EMD payment made by the bidders should only through online payment gateway in CPP Portal mode. If I/We fail to commence the work specified in the above memorandum, I/We agree that the said Chairman VOC Port Authority or his successors in office shall, without prejudice to any other right of remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise they said Earnest Money shall be retained by his towards security deposit mentioned against Clause (d) of the above mentioned memorandum.
- ii) To execute all the works referred to there in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

## **I. GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions and Interpretation:**

In the contract (as herein after defined) the following words and expressions shall have the meaning hereby respectively assigned to them except where the context otherwise requires:-

- a) “Board” :- The Board means the Board Members of the Port of V.O.Chidambaranar a body Corporate under the Major Port Authorities Act 2021 represented by the Chairman, and as amended from time to time also Employer herein called “Board”
- b) “Engineer” means the Chief Engineer of the V.O.Chidambaranar Port Authority and his successors.
- c) “Engineer”, in-charge/Engineers representative means the Executive Engineer or an officer appointed by him in writing who shall direct and supervise and be in charge of the works.
- d) “Constructional Plant” means all appliances or things of whatsoever nature required in or about the executions, completion or maintenance of the ‘work’ or ‘temporary works’ (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- e) “Contract” means the documents forming the tender and acceptance thereof and the formal agreement executed between the Port Authority and the contractor together with the documents referred to therein including the General conditions, special conditions of contract, specifications designs Drawings. Priced Bill of Contractor quantities and instruction issued from time to time by the Engineer – in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- f) “Contractor” means the person or persons or firm or company whose tender has been accepted by the Board and the legal personnel representatives or the successors of such firm or company and the permitted assigns of such persons or firm or company.
- g) “Contract Price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions here in after contained.
- h) “Drawings” means the drawing referred to in the contract agreement and any modifications of such drawings approved in writing by the Chef Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chief Engineer.

- i) "Site" means lands and other places on under / into in or through which the "work" are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.
  - j) "Work" or "Works" means the work by virtue of the contract to be executed in accordance with the contract under the relevant schedule whether temporary or permanent and whether original, altered' substituted or additional.
  - k) "Temporary works" means temporary works of every kind required in the executions completions or maintenance of the works and which do not form an item of the work or works.
  - l) "Trust's Stores" means the storage yards for materials of the Trust anywhere in the harbour premises.
  - m) Schedules referred to in these conditions shall means the relevant schedule (s) annexed to the tender papers issued by Employer.
  - n) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in witting including as aforesaid.
  - o) **Market Price :-** means the rate as decided by the Engineer on the basis of the cost of materials and labour to the contractor at the site where the works are to be executed plus the percentage mentioned in schedule to cover all over heads and profit.
  - p) "Nominated Sub Contractor" means all specialists, merchants, tradesmen and other executing any special work or supplying any materials for which provisional or prime cost sums are included in the contract, who may have been or be nominated or selected or approved by the employer / Engineer and shall be deemed to be employed by the contractor.
  - q) "Prime costs" and "Prime cost sum" means the amount actually paid by the contractor for any article, commodity or special work and shall include all proper charges for packing carriage, and delivery to site, after deduction of all trade documents, repuses and allowances and the discount obtainable for cash in so for as such discount for cash exceeds 2 ½%.
  - r) Provisional sum or "Provisional Lump sum" means a "Lump sum" included by the Employer to the tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.
  - s) "A day" means a day 24 hours from midnight to the next midnight irrespective of the numbers of hours worked in that day.
  - t) "A week" means seven days without regard to the number of hours worked in any day in that week.
  - u) "A month" means according to Gregorian calendar.
  - v) "Provisional items" Shall mean items for which approximate quantities have been included in the tender documents.
  - w) "Urgent works" Shall mean any urgent measures which in the opinion of the Engineer-in-charge become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
- a) Singular & Plural :-** Words importing the singular only also include the plural and vice versa where the context requires.
- b) Marginal Heading or Notes :-** The marginal headings or notes in these General conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction there of or of the contract.

## **2. Duties & Powers of Engineer's Representatives: -**

The duties of the Engineer's Representative are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract not except as expressly provided here under or elsewhere in the contract to order any work involving delay or any extra payment by the employer nor to make any variation of or in the works. The Engineer may from time to time in writing delegate to the Engineer's representative any of the authorities vested in the Engineer and shall furnish to the contractor a copy of all such written delegations of powers and authorities. Any written instruction or approvals given by the Engineer's representative to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the Employer as through it has been given by the Engineer, Provided as follows.

- a) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down removal or breaking up thereof.
- b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled refer the matter to the Engineer who shall there upon confirm reverse or very such decision.

## **3. ASSIGNMENT AND SUBLETTING: -**

**(a) Assignment:** The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer.

**(b) Subletting:** The Contractor shall not sublet the whole of the works, Except where otherwise provided by the contract, the contractor shall not sublet any part of the works without the prior written consent of the Engineer (which shall not be unreasonably withheld) and such consent, If given shall (not relieve the contractor of any liability or obligation under the contract and he shall) be responsible for the facts, defaults and neglects of any subcontractor, his agents, servants or workman. Provided always that the provision of labour on a piece work basis shall not be deemed to be a subletting under this clause.

## **4. Extent of Contract: -**

The contract comprises, the construction completion and maintenance of the works and excepting so far as the contract otherwise provides the provisions of all labour, materials constructional plant, temporary or permanent nature required in and for such construction completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract. The entries site over which the works are to be executed will be given possession immediately after the work order. In such cases where it is possible to give possession in piece meal or in parts in a phased manner the period of completion of work shall vary depending upon the date of handing over the site to the contractor.

## **5. CONTRACT DOCUMENTS:**

**(a) Language: -** The language in which the contract documents, correspondences shall be drawn up in English only.

**(b) Documents mutually Explanatory : -** Except if and to the extent otherwise provided by the contract, the provisions of the General conditions and conditions of particular application shall prevail over those of any other document forming part of the contract. Subject to the forgoing the several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out. If there are varying or conflicting provisions made in anyone document forming part of the contract, the Engineer

shall be the deciding authority with regard to the intention of the document. Any error in description quantity or rates in schedule of works / items or bill of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised there in according to drawing and specifications or from any of his obligations under the contract.

**(c)Custody of Drawings:** - The Drawings shall remain in the sole custody of the Engineer but two copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the contract the contractor shall return to the Engineer all drawings provided under the contract, if so desired by the Engineer. The contractor shall give adequate notice in writing to the Engineer or the Engineer's Representative of any further drawing of specification that may be required for the execution of the works or otherwise under the contract. In case alternative design submitted by the contractor is accepted by the Engineer and works executed as per alternative design, the original tracings and copies of drawing which may be with the Contractor, shall be handed over to the Engineer on completion of the work and such tracings and drawings shall become the property of the Engineer, one copy of the Drawings furnished to the contractor or prepared by the contractor and approved by the Engineer in case of Contractor's alternative designs as aforesaid shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorized by the Engineer in writing.

The Engineer shall have full power and authority to supply to the contractor by the Employer, from time to time during the progress of the works such further Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

#### **6.a) Contract Agreement :** -

The Tender shall, if his tender is accepted enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon prior to the date of acceptance of the tender and until the formal agreement is prepared and executed. This tender together with the written acceptance shall form a binding contract between the Authority and the contractor. All costs charges and expenses including stamp duty in connection to with the contract as well as preparation and completion of agreement shall be borne by the contractor. Until such contract of agreement is executed, the acceptance of tender in terms of contract as defined in section II Clause (e) shall be binding upon the parties and shall be contract.

**b) Agreement and stamp duty:** - The successful tenderer shall enter into an agreement with the Port for the execution, completion and maintenance of the above work. The successful tenderer shall also arrange, Stamp paper of worth Rs.100/- (Rupees Hundred Only) along with two nos of cartridge papers duly typed for execution of agreement.

#### **7. Inspection of site:** -

The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable) the form and nature of the site the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## **8. Sufficiency of tender: -**

The contract shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and of the of rates and prices quoted in the Priced bill of Quantities and the schedule of rates and prices (if any) which rates and prices shall except in so far as it is otherwise provided in the contract cover all his obligations under the contract and shall cover matters and things necessary for the proper completion and maintenance of the works.

## **9. Work to be the satisfaction of the Engineer: -**

The Contractor shall execute complete and maintain the works in strict accordance with the contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineers instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The contractor shall take instructions and directions only from the Engineer or (Subject the limitations referred to in Clause 2 hereof) from the Engineer's Representative.

## **10. Plant of works programme: -**

As far as practicable along with his / their tender, contractor shall supply to the Engineer for his approval his plan of work giving his proposed organization and temporary installation, information regarding construction plant, machinery and equipment and brief details of the methods, techniques, and devices to be employed by him for the various items of operation and works during the work in the contract as detailed under various subheads. The contractor shall also supply any supplementary information which the Engineer may deem necessary at different stages of work throughout the currency of the contract. The plan of operations and works programme shall not deviate from those indicated in the Tender and shall not relieve the contractor of any or his duties or responsibilities under the contract. Along with the tender, the contractor should submit a Master Control Net Work (CPM Activities / PERT chart) showing the critical path (primary and secondary critical paths) The slippage in the critical and non-critical activity should be reported to the Department once in a month and the work updated compressed suitably, keeping the period of completion as constant. The resource allocation (men and material) should be so planned as to achieve no stoppage in any of the activity and consequent negative stack. The contractor shall submit to the Engineer during the first week of every calendar month up to date progress made during the previous month on important sections or portions of the work in relation to network programme. Tender received without such (CPM / PERT) chart, will not be considered and are liable for rejection.

## **11. Contractor's Superintendence: -**

The contractor shall give of provide all necessary superintendence to the complete satisfaction of the Engineer during the execution of the works and as long thereafter as the Engineer may consider necessary. The contractor or a competent and authorized agent or representative approved of in writing by the Engineer (which approval may any time be withdrawn) is to be constantly on the work and shall give his whole time to the superintendence of the same. Such authorized agent or representative shall receive on behalf of the contractor directions and instructions from the Engineer or (subject to the limitations referred to clause 2 here) of the Engineer's Representatives. The contractor's Agent and Senior site staff shall be capable of receiving and giving instruction understanding specifications, drawings and other instructions and carrying out all their business in English language. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

## **12 a) Contractors Labour : -**

The contractor shall employ labour in sufficient numbers either directly or through sub contractors to maintain to required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not



completed his fifteenth year of age. The contractor shall obtain a valid license under the Central Labour (R&A) Act 1970 and the contract labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non execution of the work.

**b) Regarding Entry of Labour in Harbour Premises :** - Admission in to the Harbour is regulated by passes / tokens and the contractor shall get tokens required for entry into the Harbour of his work. As soon as workmen arrive at the work spot, the contractor shall exchange entry tokens passes for duty token and the workmen shall have in their possession these duty tokens while at work. After the close of the day's work, the duty tokens shall again be exchanged for entry tokens by the contractor. At the completion of the entire work under the contract, the contractor shall surrender the tokens/ passes issued. Failure to return all the tokens will entail a penalty Rs.20/- per token plus surcharges as may be levied by the Board from time to time.

The tokens for entry into Green Gate / Red Gate / Zone B for Labour and Vehicles of the Contractor in connection with the execution of this contract work shall be obtained at his cost as per tariff rates in force from time to time in this Port.

**c) Fair Wages :** - The contractor shall pay the labour engaged by him on the work not less than fair wages which expression shall mean whether for the time of piece work the labour rates of wages as fixed by the Central Public Works Department as fair wages of the state payable to the different categories of labors or those as notified under the minimum wages act for the district for corresponding employees of the employer whichever may be higher. "The Engineer-in-charge of the works or his authorized representative will make necessary arrangement for witnessing the payment by the contractor to his labourers. The contractor should arrange for that and get the certificate from the department as required in terms of the CPWD contract labour regulations".

**d) Festival and Religious Customs:-**The Contractor shall allow his labourers the Government notified national and local festival holiday and also such closed holiday for the Port declared by the Employer and also have due regard to local religious and social customs in respect of labour Employed by him.

**e) Wage Records:** - The contractor shall maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirement of the Engineer and conciliation officer. Central Ministry of Labour Government of India or such other authorized persons appointed by the State Government. The contractor shall also exhibit the different notices as required under the minimum wages Act 1949 payment of wages Act 1936 and other Acts Rules and Regulation made there under from time to time.

**f) Returns of Labour:-** The contractor shall, if required by the Engineer deliver to the Engineer's Representative or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several clauses of labour from time to time employed by the contractor on the Site and such information respecting Constructional plant as the Engineer's representative may require.

**g) Removal of Workman:-** The contractor shall employ in and about the execution of the work only such persons and are careful skilled and experienced in their several trades and calling to approval of the Engineer. The Engineer shall be at liberty to object to and to require the contractor to remove from the above works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed in the works without the written permission of the Engineer.

**h) Admission to site :** - The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portions of the site to be occupied by the contractor shall be

defined and or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of land allotted for the purpose of accommodation of labour, the contractor shall pay the rent prescribed by the employer for use and occupation in respect of each and every separate area of land allotted to him.

The contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall after, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and make good all damage done to the site.

**i) Regarding Employment of Government Retired persons :** - No Engineer of gazetted rank or other class I & II officer employed in Engineering department of the Government of India / Port is allowed to work as a contractor for a period of Two Years of his retirement from Government service / Port service without the previous permission of Government of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service as the case may be.

**13. Setting out the works:** - The Engineer-in-charge shall supply dimensioned drawings levels and other information necessary to enable the contractor to set out the works. The contractor shall provide all setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction on Engineer-in-charge and error found at any stage which may arise through in - accurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge in which case the cost of rectification shall be borne by the Employer. The contractor shall protect and preserve all benchmarks used in setting out the works till end of the defects liability period unless the Engineer-in-charge directs their earlier approval.

**14. Boreholes and exploratory excavation:** - If at any time during the execution of the works the Engineer shall require the contractor to make bore boles or to carryout exploratory excavation, such requirement shall be deemed ordered in writing and shall be to an addition ordered under the provisions of clauses. Alteration, additions, omissions hereof unless a provisional sum in respect of such anticipate work shall have been included in the Bill of quantities.

**15. Watching and lighting:** -The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary as required by the Engineer or by any competent statutory or other authority for the protection of the works or for the safety and convenience of the public or others. All lights provided by the contractor shall be placed or screened so as not to interfere with any signal lights on the Employer's Railway or with any navigational lights or with traffic or signal lights of any local or other authority.

**16) Care of works :** - From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever (save and except the Excepted Risks as defined in cl 17 hereof)shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the Excepted Risks, the contract shall if and of the extent required by the Engineer and subject always to the provisions of clause 82 hereof "Special Risks" repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the works occasioned by him in the course

of any operations carried out by him for the purpose of complying with the obligations under clause 76(a),58(a) b & c.

**17. Expected Risks** : - These are risks due to riots (otherwise than among contractor's employees and civil commotion (in so far as both these are uninsurable) War (Whether declared or not) invasion act of foreign enemies hostilities, civil war, rebellion revolution insurrection, military or usurped power, any acts of Government, damages, from air craft acts, of God / Forces of nature such as earthquake lightning and unprecedented floods and other causes over which the contractor has no control or the contractor could not foresee or could not reasonably provide against and accepted as such by the Accepting Authority or causes solely due to use or occupation by Employer of the works in respect of which a certificate of completion has been issued or a cause solely due to Employer's faulty design of works.

**18. Insurance of works etc** : - Without limiting his obligation and responsibilities under cl 16 "care of works" cl 17 "Excepted Risks" hereof the contractor shall insure in the joint names of the employer and he contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Employer and contractor and covered during the period of construction of the works and are also covered during the period of construction of the works and are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 76 (a), 58 (a), (b) & (c).

- a) The works and the temporary works to the full value of such works executed from time to time.
- b) The materials, constructional plant and other things brought on to the site by the contractor to the full values such materials, constructional Plant and other things.
- c) As in case of sinking of constructional plant and equipment for the cost of salvage of the same as assessed by the Port. Such insurance shall be effected with an insurer and in terms approved by the Engineer and the contractor shall whenever required produce to the Engineer or the Engineer's representative, the policy or policies of insurance and the receipts for Payment of the current premium provided always that without limiting his obligations and responsibilities as aforesaid nothing in the clause contained shall render the contractor liable to insure against the necessity for the repair or reconstruction of any work constructed with the materials or workmanship not in accordance with the requirements of the contract.

**19. Urgent Works Repairs** : - If by reason of any accident or failure or other event occurring to or in connection with the works or any part thereof either during the execution of works or during the period of maintenance any remedial or other worked of repairs shall in the opinion of the Engineer or the Engineer's representative by urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair so done the employer may be his own or other workmen do such work or repair as the Engineer or the Engineer's representative may be considered necessary. If the work or repair so done by the employer is work which in the opinion, of the Engineer the contractor was liable to do at his own expenses under the contract all cost and charges properly incurred by the Employer is so doing shall on demand be paid by the contractor to the Employer or may be deducted by the Employer from any moneys due or which may become due to the contractor. Provided always that the Engineer or Engineer's representative (as the case may be) shall as soon after the occurrence of any such emergency as may be reasonably, practicable notify the contractor there of in writing.

**20. Indemnity by Employer:** -The Employer will save harmless and indemnify the contractor from and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision to clause Damage to persons and property (Clause 22 (b)).

**21. a) Third Party Insurance :** - Before commencing the execution of the works, the contractor (but without limiting his obligation and responsibilities under clause 20 and 22(b) hereof) shall insure against any damage, loss or injury which may occur to any property (including that of the Employer or to any person including any employees of the employer by or arising out of the execution of the works in the carrying out of the contract otherwise than due to the matter referred to in the provision to clause 22(b).

**b) Minimum amount of third party Insurance :** - Such insurance shall be effected with an insurer and in terms approved by the employer and for at least the amount stated in the tender and the contractor shall whenever required produce to the Engineer's representative the policy or policies of insurance and the receipts for payment of the current premiums.

**22. a) Accident or injury to workmen:** - The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any contractor and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, costs charges and expenses whatsoever in respect thereof or in relation thereto.

**b) Damage to persons and property :** - The contractor shall (except if and so far as the specification provided otherwise ) indemnify and keep indemnified the employer against all losses and claims for injuries or damage to any persons or any property whatsoever (other than surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings damages, costs; charges, and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to.

- i. The permanent use or occupation of land by the works or any part thereof or (save as herein after provided) surface or other damages as aforesaid.
- ii. The right of the Employer to construct the works or any part thereof on over, under in or through any land.
- iii. Interference whether temporary or permanent with any right of light airway or water or other easement or quasi easement which is the unavoidable result of the construction of the works in accordance with the contract.
- iv. Injuries or damage to persons property resulting from any act or neglect done or committed during the currency of the contract of the Employer his agents, servants or other contractors (not being employed by the contractor) or for or in respect any claims, demands, proceedings, damages, costs charges and expenses in respect thereof or in relation thereto. Provided further that for the purposes of this clause, the expression "the site" shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of the carrying out of the works.

**c) Insurance against accident etc., to workmen :** - The contractor shall insure against such liability with an insurer approved by the Employer and shall continue such insurance during the whole of the time that any persons are employed by him on works and shall when required produce to the Engineer or the Engineer's representative such policy of insurance and the receipt for payment of the current premium provided always that in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid under this sub clause, shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy , but the contractor shall require such sub-contractor to produce to the Engineer or Engineer's representative when required such required such policy of insurance and are the receipt for payment of the current premium.

**d) ESI Act :-**

- i. The contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948)
- ii. The Tender shall be issued to the Contractor only if the contractor has registered under ESI Act 1948 and has obtained separate ESI Code.
- iii. If the contractors failed to comply with the ESI Act, it is the duty of Principle Employer i.e PORT AUTHORITY to recover from the contractor's bill and make payment to ESI.

**e) EPF Act:-**

- i. The Contractor has to comply with all provision contained in EPF & MS ACT, 1952.
- ii. Rate quoted in BoQ (Price Bid) shall not include EPF component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF Authorities along with full details of manpower deployed and calculation of contribution.

**23. Remedy of Contractor's failure to insure :** - If the contractor shall fail of effect and keep in force the insurance referred to in clauses 18, 21(a), (b), 22(a) & 22(c) above hereof or any other insurance which he may be required to effect under the terms of the contract then, and in any such case the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer with interest as stated below from any money or moneys due or which may become due to the contractor or recover the same as a debt due from the contractor. [Rate of interest as applicable to be indicated] 3% above the prevailing Bank rate as announced by the Reserve Bank of India from time to time under Section 43 of the Reserve Bank of India Act 1934.

**24. Compliance with Rules and Regulations:** - The Contractor shall at all time during currency of contract confirm to and comply with the regulations and by laws of the State of Central Government or of the Board and of all other local authorities, the provisions contained in the various labour acts enacted by the State Legislature and Central Parliament in force and the rules made there under including those under Minimum Wages Act, Factories Act, the Indian Electricity Act, and Rules framed under it, workmen compensation act, Provident Fund Regulations Act, Employees Provident Fund Act 1981 and scheme made under the said act Health and Sanitary arrangements for workers safety code, and contract Labour (Regulation and Abolition) Act 1970 and the contract (Regulation and Abolition) Central Rules 1971 etc., for welfare and protection of works workers or for the safety of the public and other insurance provisions. The Board shall not be liable for the failure of the contractor in conforming to the provisions of the acts Rules and Regulations etc., referred to in the above para and in case of any contravention of the provisions of the Act, Rules Regulations etc., the contractor shall keep the Board indemnified against any loss cost and damage in the event of any action being taken for contravention.

**25. Fossils antiquity etc.:** All fossils coins articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be the sole and absolute property of the Government / Board and the contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer's representative with such discovery and carry out the Engineer's representative's directions as to the disposal of the same at the expense of the Government / Board.

**26. Patent rights and Royalties :** - The Contractor shall save harmless and indemnify the employer from and against all claims and proceedings for or on account of infringement of any patent rights, designs trade mark or name or other protected rights in respect of any constructional plant, machine, work or material, used for or in connection with works or temporary works or any of them and from and against all claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect there of or in relation thereto

except where otherwise specified the contractor shall pay all tonnage and other royalties, rent, and other payments or compensation (if any for getting stone sand, gravel, clay or other materials required for the works or temporary works or any of them).

**27. Materials obtained from excavation:** - Materials of any kind obtained from excavation on the site shall remain the property of the employer and shall be disposed of as the Engineer in charge may direct.

**28. Dismantled Materials:** - The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc., as Board's property and such materials shall be disposed of to the best advantage of Board according to instructions in writing issued by the Engineer-in-charge.

**29. a) Extraordinary Traffic :** - The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the contractor or any of his sub-contractors and in particular shall select routes, choose and use vehicles, restrict and distribute loads so that any such extraordinary traffic as will inevitably result from the moving of plant and materials from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highway and bridges.

**b) Special Loads :** - Should it be found necessary for the contractor to move one or more loads of constructional Plant, Machinery or reconstructed units or parts of units of work over part of a highway or bridge falling within the jurisdiction of the Employer the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out, then the contractor shall before moving the load on to such highway or bridge give notice to the Engineer or Engineer's representative of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge. Unless within fourteen days of the receipt of such notice, the Engineer shall be satisfied that such protection or strengthening is unnecessary then the contractor will carry out such proposals or any modification thereof that the Engineer shall require at his own cost.

**c) Waterborne Traffic :** - Where the nature of the works is such as to require the use by the contractor of waterborne transport the provisions of this clause shall be construed as though "Highway" included a lock dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

**30. Opportunities for other Contractors:** - The Contractor's attention is drawn to the fact that the other contractor employed by the employer will be working in the vicinity of the construction of structures. So, the contractor's working arrangements should be in such a manner as to cause no hindrance to the other contractors working hereby, and to enable the other contractors to work contemporaneously on separate contracts.

**31. a) Supply of plant materials and labour:** - The contractor shall at his own expenses supply and provide all the constructional plant, temporary works, materials both for temporary and permanent works under the contract labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction completion and maintenance of the works.

b) The contractor shall not hire out any item of plant or equipment brought by him in connection with execution of the work under the contract to any other party in connection with any work of the latter in the port without the written permission of the Chairman, such permission may or may not be granted by the Chairman.

c) The Contractor shall at his own cost make due arrangements for the proper watch and safety of all materials and plant supplied to him by the Board / or brought by him for use on this work. He shall not remove such constructional plant or materials from the site without

the permission of the Engineer. If any of the materials supplied or constructional plants hired out by the department or lost or damaged in any way due to negligence or carelessness on the part of the contractor or any of his employees, the cost thereof as determined by the Engineer shall be recovered from the contractor from any money due to him or to become due to him.

**d) Removal of plant etc.:** - Upon completion of the works, the contractor shall remove from the site all the constructional plant and temporary works remaining there on any unused materials provided by the contractor. If the contractor fails to remove any such constructional plant, temporary works or unused materials within such reasonable time after the completion of works, as may be allowed by the Engineer, then the Employer may sell the same and shall after deducting from the proceeds, costs, charges and expenses of and in connection with such sale pay the balance, if any to the contractor. The employer shall not at any time be liable for the loss of or injury to any of the said constructional plant, temporary works or materials.

**32. Stores supplied by the Employer :** - If the specification or schedule of items provides for the use of any special description of materials to be supplied from Engineer-in-charge's stores, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charges as shown in the schedule of materials hereof annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of materials may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit or the proceeds of sale thereof if the same is held in Government / Board Securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials so supplied to the contractor shall remain the absolute property of Board and shall not be removed on any account from the site of the work and shall be at all times open to inspection by the Engineer-in-charge. Any such material remaining unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge at a place directed by him if by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damage to any such materials. Provided further that the contractor shall in no case shall be bound to execute the entire work if the materials are supplied by the board within the scheduled time completion of the work plus 50 percent thereof (Scheduled time plus 6 months if the time of completion of the work exceeds 12 months) but if a part only of the materials has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and store supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be Determined by the Engineer-in-charges whose decision in this regard shall be final.

**33. Clearance of site on completion:** - On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and Temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. If not done the cost of clearing etc., will be recovered from any money due to the contractor.

**34. Removal of craft or plant that has sunk :** - The contractor shall forth with and with dispatch at his own cost raise and remove any craft or plant (floating or otherwise) belonging to him (including also any plant which is held by the contractor under agreement for hire purchase) which may be sunk in the course of the construction completion or maintenance of the works or otherwise deal with the same as the Engineer may direct and until the same shall be raised and removed, the contractor for the safety of navigation as may be required by the Engineer or by the Employer. In the event of the contractor not carrying

out the obligation imposed upon him by this clause, the Employer may buy and light such sunken craft or plant and raise and remove the same and the contractor shall reimburse to the Employer all costs incurred in connection there with.

**35. a) Contractor's temporary moorings and payment of charges :** - Should the contractor for the purpose of the contract desires to provide the temporary moorings for his craft and floating plant, he will be allowed to do so in positions and manner, approved by the Engineer. The contractor shall not lay such moorings so as to interfere with traffic in the water ways and such moorings shall be removed if any when required by the Engineer. The contractor shall pay all docks, port customs and warplane charges, bunker charges, other fees, charges dues, assessments and outgoings as may become payable in the course of execution of the contract works and the contractor would be deemed to have made allowances for these charges in the contract price quoted by him in his tender.

**b) Registration with the Boards DPC of the contractor's floating crafts used in the execution of contract works:** - The contractor shall register with the Employer's Deputy Conservator / Deputy Port Conservator. Director Marine Department all his floating crafts employed in the execution of this contract and no floating craft which has not been so registered shall be allowed to be employed in the execution of this contract. No exemption whatsoever shall be granted in the regard.

**36. a) Bribes, commission and corrupt gifts :** - Any bribe, commission, gift or advantage given promised or offered by on behalf of the contractor or his partner, agent, or servant or any one on his behalf in relation to the obtaining or to the execution of this or any other contract with the employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts with employer and also to the payment of any loss or damages resulting from any such cancellation. And the employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor during this or any other contract. Any question or dispute as to the commission of any offense under the present clause shall be settled by the Engineer, in such manner & on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and binding on the contractor.

b) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offense under the PC Act in connection with the bid.

c) The bidder shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.

**37. Use of explosive:** - Except as may be provided in the specification approved by the Engineer, the contractor shall not use explosive. The contractor shall only permit handling and use of explosives to be carried by men fully qualified and experienced in the storage, handling and issue of the types of explosives to be used. He shall comply with the provisions of Indian Explosives Act.

**38. Use of Asphalted Materials : -**

i) The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the for or bitumen used.

ii) The Contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula before the process of painting is started and shall hypothecate it to the Engineer. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution of reasons other than authorized changes or specifications and abandonment of portion of work, a corresponding deduction equipment to



the cost of unused materials as determined by the Engineer shall be made and the material return to the contractor.

Although the materials are hypothecated to the port, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer in writing.

iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the performance Security relating to asphalted work shall be refunded after the expiry of this period. For the bitumen consumed by the contractor in excess of the theoretical requirements as per standard specification, recovery will be made in the issue rates up to 2 ½% quality thus consumed in excess over the theoretical requirements if the excess is above 2 ½% double the normal issue rate will be charged for the quantities thus consumed above 2 ½%. Empty bitumen drums need not be returned to the department.

iv) If the bitumen is supplied in bulk, the contractor has to make his own arrangements to draw the bitumen in his container at main store and contractor should not ask for refund of cost of empty drums and should not claim for any incidental charges.

**39. a) Schedule showing approximate quantity of materials to be supplied by the Port for the work contracted to be executed and the rates at which they are to be charged for under clause 32 of the conditions of contract**

Sl.No.	Particulars	Rates at which the materials will be charged to the contractors		Place of delivery
		Unit	Amount	
1.				
2.				
3.				

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

**CONDITIONS :**

1. Materials which the Employer is prepared to supply are shown in the schedule soon after the acceptance of tender, the contractor shall give in writing a phased requirement of materials according to program of execution of works regard to issue of materials.
2. The contractor shall see that only the required quantities of materials are got issued any such materials remaining unused and in perfect good condition at the time of completion or determination of the contract shall be returned to the Engineer at a place where directed by him. It by a notice in writing under his hand, he shall so require, Credit for such material will be given at the prevailing market rate not exceeding the amount charged from him, excluding the storage charges levied at the time of issue of materials to him. The contractor shall also not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores where from they were issued.
3. The contractor should make his own arrangement for conveying the same to the site of work from the departmental main stores Materials issued by the department should be stored in sheds erected by the contractor at his own cost near the site of work in such a manner that it is protected from all external agents which may damages it. Thatched sheds are not

permitted. The contractor is fully responsible for proper storage and watch of the materials issued to him by the Authority. The cost of the materials damaged or found short or rendered useless will be recovered from the contractor at the rates in the manner decided by the Engineer.

4. The contractor shall give a requisition seven days in advance whenever he wants to draw the materials and based on the same, arrangement will be made for placing indents on stores etc., The contractor shall give in writing the quantity of the materials to be supplied from departmental stores for the whole work.

5. The contractor shall take care to see and ensure that only actual quantity required shall be consumed in works. For any extra quantity consumed over the theoretical requirement including the permissible variation, the cost will be recovered from the contractor at twice the issue rates specified in the contract.

6. Cement : The requirement of cement shall be calculated on the standard formula as laid down by the Engineer, over this theoretical quantity shall be allowed the variation as follows. For Costing works Cement [Estimate Cost]

Not more than Rs. 5.00 Lakhs – Variation 3 % plus or minus.

More than Rs. 5.00 Lakhs – Variation 2 % plus or minus.

7. The difference in the quantity of cement actually issued to the contractor and the theoretical quantity including authorized variations, if not returned by the contractor shall be recovered at twice the issue rate including storage charges without prejudice to the provisions of the relevant conditions regarding return or materials governing the contract in the event of it being discovered that the quantity of cement used is less than the quantity ascertained as here in before provided (allowing variation on the minus side as stipulated above) the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of the stipulated issue rate (including storage charges) and cartage to site.

8. The empty gunny bags are not returnable by the contractor and the cost of the empty gunny bags/ poly, bags will be recovered from the contractor at a flat rate of Rs. 1.00 (Rupees One only) per bag, or the rate as existing during the tenure of the contract. If the cement is supplied in paper bags, the cost of bags ( paper) will be recovered at Rs.0.20 (Rupees Nil and paise twenty only) per bag.

9. **Steel**: The provisions of the foregoing sub clause shall apply in the case of steel reinforcement or structural steel sections (each diameter section of category shall considered separately) except that theoretical quantity steel shall be taken as the quantity required as per design or as authorized by the Engineer including authorized lappages, plus 3 % wastage due to cutting into pieces. Over this theoretical quantity 2% plus or minus shall be allowed as variation due to wastage being more or less and the cost thereof recovered at issue rate. The quantity of steel exceeding this theoretical requirement including the permissible variation will be charged a twice the issue specified in the contract. The contractor should maintain a register showing the receipt and daily usage of cement, steel and other materials and get the register checked by the departmental officer daily.

10. The rods will be issued in standard length and if necessary the rods will be bent in 'U' shape. No charges for straightening the rods will be paid. Steel rods should be used without much wastage. Cut pieces will not be taken back by the department and the contractor should bear the cost of the same.

11. **Other Materials** : After the completion of the work, the actual quantity of cables (other than underground cables) wires, conduits, G.I. / M.S Sheets used in the various items of work, shall be calculated on the basis of the measurements recorded in the measurement books for purpose of payment and assessing the consumption of materials, used in works. Over this quantity a variation of 5% plus shall be allowed for wastage of materials during

execution in case of cables (other than underground cables) wires, conduit pipes/ G.I. Pipes and 10 % plus in case of G.I./ M.S. Sheets. The different in quantity of materials actually issued to the contractor and the quantity recorded in the measurement books including authorized variation as stated above if not returned by the contractor, shall be recovered at twice the issue rate relevant conditions regarding return of materials governing the contractor.

12. The provisions made above are without prejudice to the right of the port to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specifications.

**b) Materials procured by the contractor where dept. Issue of Cement, Steel and Bitumen are not stipulated:**

**1. CONDITIONS FOR CEMENT:**

i) The contractor shall procure 33 Grade (Confirming to IS :269) and 43 Grade (Confirming to IS:8112) Cement ordinary Portland cement or any other special grade / quality of cement as required for the work, from reputed manufactures dealers to be approved by the Engineer. Supply of cement shall be taken in 50 kg bags bearing manufacturers name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer – in- charge and got tested in accordance with provisions of relevant BIS codes. In case, test results indicate that the cement arranged by the contractor does not confirm to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week time of written order from the Engineer – in – charge to do so.

ii) The cement shall be brought to site in bulk supply of approximately 10 Tonnes or as decided by the Engineer – in – charge.

iii) The cement godown of the capacity to store a minimum of 500 bags or as decided by the Engineer- in – charge shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door or the cement godown. The keys of one lock shall remain with Engineer- in- charge of his authorized representative and the key of the other Lock shall remain with the contractor. The Contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer – in – charge at any time.

iv) The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the Contractor/ Department in the manner indicated below :

i) By the contractor if the results show that the cement does not confirm to relevant BIS Codes.

ii) By the Department, if the results show that the cement confirms to relevant BIS Codes.

v) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. The theoretical consumption of cement shall be worked out on the standard formula as laid down by the Engineer. Over this theoretical quantity shall be allowed a variation of minus 2 %. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated above) the cost of quantity of cement not so used shall be recovered from the Contractor at the local market rate prevailed during that time.

vi) Cement brought to site and cement remaining unused after completion of work shall not be removed from the site without written permission of the Engineer- in- charge.

vii) Copy of manufactures test certificate confirm to BIS codes for the particular consignment and invoice and bills shall be submitted by the contractor for the supply of Cement.

## 2. CONDITIONS FOR STEEL:

- i) The contractor shall procure steel reinforcement bars confirming to relevant BIS code from main producers such as SAIL, TISCO TSRM/VISAKHAPATNAM/TATA as approved by the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
- ii) The steel reinforcement shall be brought to site in bulk supply of 5 Tonnes or more or as decided by the Engineer- in – charge.
- iii) The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- iv) For checking nominal mass tensile strength, bend test, rebend test etc., specimen of sufficient length shall be cut from each size of the bar of random at frequency not less than that specified below:

<i>Size of Bar</i>	<i>For Consignment below 100 Tonnes</i>	<i>For Consignment above 100 Tonnes</i>
Under 10mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10mm to 16mm dia	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16mm dia	The sample for each 45 tonnes or part thereof.	One sample for each 50 tonnes part thereof.

- v) The contractor shall supply free of charge the steel required for testing and the cost of tests shall be borne by the contractor / Department in the manner indicated below:
- i) By the contractor, if the results show that the steel does not confirm to relevant BIS Code.
- ii) By the department, if the results show that the steel confirms to relevant BIS Codes.
- vi) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed below

## 3. CONDITIONS FOR BITUMEN:

- i) The Bitumen will not be supplied by the Port. The contractor have to arrange bitumen of grade 60/ 70 or as decided by the Engineer – in- charge required for the work at his cost and quote the rate accordingly. The contractor shall obtain the bitumen from the approved manufactures/ dealers such as MRL, IOC, BPL and HPL and deliver to the site with makers sealed containers, bearing, ISI markings etc., Bitumen brought in damaged conditions shall not be accepted. The Engineer- in – charge will call upon the contractor to produce invoices and bills for each consignment etc., so as to satisfy himself that the bitumen supplied by the contractor conform to relevant BIS Codes. The bitumen shall be stacked in fenced enclosures as directed by the Engineer.
- ii) The contractor shall collect the total quantity of bitumen required for the work as per standard formula before the process is started. If any bitumen remains unused on completion of the work on account of lesser use of materials in actual execution of reasons other than authorized changes or specification and amendment of portion of work a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer shall be made from the bill.

**40. Customs and security arrangements:** The contractor shall comply with all the regulations imposed by the Customs and Port Security Authorities in respect of the passage of plant, vehicles, materials and personal through customs barriers.

**41. Levels soundings and Charts:** The contractor shall provide all assistance instruments machines, labour and materials as are normally required for taking levels and sounding for the preparation of level charts and cross sections before commencements of work and after execution of works. The contractor shall provide at his own expense experienced attendants for the Engineer or the Engineer's representative to assist him in taking levels and checking of alignments.

**42. Inflammable stores:** The contractor shall comply with all central and local regulation in respect of safe storage of all inflammable stores or other materials involving risk of third parties and shall take all special precautions required in the transport and use of such materials. The contractor shall submit to the Engineer for approval of all drawings and documents required for the construction of storage sheds to the proper requirements.

**43. Training of apprentices:** - The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time if he fails to do so his failure will be a breach of the contract and the engineer may in his discretion cancel the contract. The contractor shall be liable for any pecuniary liability arising on account of any violation by him of the provisions of the act.

**44. Nuisance disorderly conduct etc.:** - The contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

**45. Rates:** - The tenderers shall quote their rates for the finished items of work only as given in the schedule. It shall be clearly understood that no increase in the rates tendered for will be permissible on any account after the tenders are opened : The rates should be noted correctly both in figures and words. The rates specified in the schedule of quantities include provision for maintaining the work executed under this contract free from defects for the period specified from the date of completion of the work.

**46. Accidents Reporting of:** - The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work report such accidents to the Engineer / Engineer's representative. The contractor shall also report such accidents to the competent authorities to whom such report is required by law.

**47. Materials brought to site:** - Materials required for the works, whether brought by the Contractor or supplied by the Employer shall be stored by the contractor only at places approved by the Engineer. Storage and safe custody of materials shall be responsibility of the contractor.

All materials brought to the site shall become and remain the property of the Employer and shall not be removed off the site without the prior written approval of the Engineer. But whenever the works are finally completed and advance if any in respect of any such materials is fully recovered the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor.

**48. a) Cost of Tests :** - The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the specification or bill of quantities and in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill is particularized in the specification or bill of quantities in sufficient detail to enable the contractor to price or allow for the same in his tender. In case specification for a particular item is not in the tender document, relevant I.S. specification will apply.

**b) Cost of Tests not Provided for : -**

If any test is order by the Engineer which is either.

- i. not so intended by or provided for or
- ii. (in the case above mentioned) is not particularized or
- iii. though so intended or provided for is ordered by the Engineer to be carried out by an independent persons at any place other than the site or the place of manufacture or fabrications of the materials
- iv. Tested, than the cost of such test shall be borne by the contractor. If the test shows the workmanship or material not to be in accordance with the provisions of the contract or the Engineer's instructions but otherwise by the Employer.

**49. Access to site:** - The Engineer and any person authorized by him shall at all times have access to the works and to the site and to all workshops and places where work is being prepared of whence materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

**50. Inspection and Approval:** - All works embracing more than one process shall be subject to examination and approval to each stage thereof and the contractor shall give due notice to the Engineer-in-charge of his representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled not appraise the quality and extend thereof. No work shall be covered up or put out of view without the approval of the Engineer -in -charge or his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put of view and for examination of foundations before permanent work is placed thereon. The contractor shall give due notice the Engineer in charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer in charge or his representative shall without unreasonable delay, unless he considers it necessary and advises the contractor accordingly attend for the purpose of examining and measuring such foundations. In the event of the failure of the contractor to give such notice he shall if required by the Engineer in charge uncover such work at the contractor's expense. Departmental officers concerned with the contract shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

**51. Inspection Register:** - The contractor shall maintain at the site or work an inspection register which must be produced by the contractor or his agent whenever called upon to do so by the Engineer or his agent whenever called upon to do so by the Engineer or his representative during their inspection of the work. If the rectifications ordered to be done are not carried out within the time specified by the Engineer the Engineer shall have the right to get such work done by any other agency and to recover the cost thereof from the contractor. The inspection register shall be the duplicate copying type so that one copy of entries get recorded in the Engineer's office. The contractor shall not make any entry of any kind in register.

**52. a) Removal of improper works & material :** - The Engineer shall during the progress of the works have power to order in writing from time to time.

1. The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in a accordance with the contract.

2. The substitution of proper and suitable materials and the removal and proper re-execution (not withstand any previous test thereof or interim payment therefore) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.

**b) Default or the Contractor in compliance :** - In case of default on the part of the contractor in carrying out such order, the employer shall be entitled to 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 recoverable from him by the employer or may be deducted by the Employer from any moneys due or which may become due to the contractor.

**53. a) In the event of unsatisfactory progress :** - The progress of the work at each stage will be subject to the approval of the Engineer, whose decision as to the rate of progress at each stage shall be final and binding on the contractor. The Engineer reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage. In the event of the contract being terminated at any stage due to unsatisfactory progress of work as per clause aforementioned, the Engineer shall have the right to execute the portion of works left incomplete using the Board's labour or any other Agency and the contractor will be liable to make good any loss incurred by the Board on this account. Such amounts will be recovered from any moneys due to or to become due to the contractor.

**b) Suspension of Work :** - The contractor shall on the written order of the Engineer suspend the progress of the work or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. The extra cost including all running wages to be paid on the site salaries, depreciation and maintenance of plant site on cost and general overhead costs of the contract incurred by the contractor in giving effect to the Engineer's instructions under the clause shall be borne and paid by the Employer unless such suspension is.

- i) Otherwise provided for in the contractor or
- ii) Necessary for the proper execution of the work or by reason of weather conditions affecting the safety of quality of the work or by some default on the part of the contractor.
- iii) Necessary for the safety of the works or any part thereof. Provided that the contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intension to claim to the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine such extra payment to be made to the contractor in respect of such claim of shall in the opinion of the Engineer be fair and reasonable.

**54. Extension of time: -**

- i) The Contractor shall commence the works on site with the period named in the tender after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the contractor.
- ii) The contractor shall maintain the rate of progress required as per schedule if the progress of work is held up owing to circumstances, which in the opinion of the Engineer are beyond the control to the contractor such as war stormy, weather and for other reasonable causes in the opinion of the Engineer the Engineer may at his discretion, grant to the work in such extension of time as he considers reasonable for the completion of the work. In such circumstances, the contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.
- iii) The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.

No claim shall be made by the contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

**55. Way leaves etc. :** - The contractor shall bear all expenses and charges for special or temporary way leaves require by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by the purpose of the works.

**56. Work during Night or on Sunday & Holidays:** - Subject to any provisions to the contrary contained in the contract none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without prior permission in writing of the Engineer in charge. Except when the work is unavoidable or absolutely necessary for the safety of life property or works in which case the contractor shall immediately advise the Engineer in charge accordingly. For Sundays and Holidays works or charges of Departmental staff shall be borne by the contractor.

**57. Certificate of completion of work :** As soon as in the opinion of the Engineer the work has been completed and satisfactorily passed in final test that may be prescribed by the contract, the Engineer shall on receiving a written undertaking by the contractor, issue a certificate of "completion" in respect of the works and the period of maintenance shall commence from the date of such certificate.

**58. a) Execution of works of Repair etc :** To the intent that the works shall at or as soon as practicable after the expiration of the period of maintenance to delivered up to the Employer in as good and perfect a condition (fair, wear & tear excepted) to the satisfaction of the Engineer as that in which they were at the commencement of the period of maintenance the contractor shall execute all such work of repair, amendment reconstruction rectification and making good of defects, imperfections, shrinkages or other faults as may be required of the contractor in writing by the Engineer during the period or maintenance of within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer prior to its expiration.

**b) Cost of execution of works of Repair etc :** All such work shall be carried out by contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials of workmanship not in the accordance with the contract or to neglect of failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract if in the opinion of the Engineer such necessity shall be due to any other cause the value such work shall be ascertained and paid for as if it were additional work.

**c) Remedy on contractor's failure to carry out work required :** If the contractor shall be fail to do any such work as aforesaid required by the Engineer the Employer's shall be entitled to carry out such work by his own workmen or by other contractor and if such work is a work which the contractor should have carried out at the contractor's own shall be entitled to recover from the contractor the cost thereon may deduct the same from any money due or that may become due to the contractor.

**59. Compensation for delay :** - If the contractor fails to complete the contracts / supply in all respects within the time specified or within the extended time that may be allowed by the Engineer as per clause 54, the contractor shall pay or allow to the Board to deduct a sum equivalent to 1 % per week or part thereof the total value of the contract subject to a maximum of 10 % of the total value of contract purchase as liquidated and ascertained damages and not by way of penalty, for every week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished. The minimum percentage with period for liquidated and ascertained damages will be decided on case to case basis. Such damages will be deducted from any money due or



become due to the contractor. The payment of such damages shall not relieve the contractor of his obligations to complete the works or from any other of his obligations or liabilities under this contract.

**60. Employment of Technical Staff :** - The contractor shall employ the following technical staff during the execution of this work.

- i) One Graduate Engineer when the cost of work to be executed is more than Rs.5.00 lakhs.
- ii) One qualified Diploma Holder (Overseer) when the cost of work to be executed is more than Rs.2.00 lakhs but less than Rs.5.00 lakhs.

The technical staff should be available at site at all times during the course of execution of work. As will take instructions from the Engineer in charge as and when required by him.

In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a sum of Rs.1276.80 per day of default in the case of graduate Engineer and Rs.1150.80 per day of default in the case of Diploma Holder (Overseer).

**61. Site Drainage :** - All water which may accumulate on the site during the progress of the works or in trenches and excavations from other than the Excepted Risks shall be removed from the site to the satisfaction of Engineer in charge and at the contractor's expense.

**62. Protection of trees :** - Trees designated by the Engineer in charge shall be protected from damage during the course of works and earth level within one meter of each tree shall not be changed where necessary, such trees shall be protected with temporary fencing.

**63. Notice to local bodies :** - The contractor shall comply with and give all notices required under any Government authority, instrument, rule or order made under any act of parliament. States laws or any regulation by laws of any local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance given to the Engineer in charge a written notice giving reasons for the proposed variation and obtain the Engineer in charges instruction thereon. The contractor shall pay and indemnify the Employer against any liability in respect of fees or charges payable under any act of parliament state laws on any Government instrument rule or order and any regulations or bye laws of any local authority in respect of the works.

**64. Changes in constitution :** - Where the contractor is a partnership firm, prior approval in writing of the Engineer in charge shall be obtained before any changes is made in the constitution of the firm where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise to be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor.

**65. Termination of contract in the even of death insane etc., :-** In the event of death, insanity or insolvency of the contractor or in the case of the contractor being a partnership on a dissolution of the firm of contractors or in case of the contractor being a company governed by the companies Act. 1956, the winding up the company, the contract shall be terminated on the happening of the event above said and all acceptable work shall be measured up and paid for to the person or person legally entitled to receive payment for the work done and on his or their executing a bond indemnifying the board against any claims that may be made in respect of payments made by board by persons claiming from the contractor or others in respect of work done by the contractor prior to the termination of the contract.

**66. Alterations in specifications and designs :** - The Engineer shall have powers to make any alteration in omission from, additions to or substitution for the original specifications, drawing, designs and instructions that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to the main work. The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work bears to the original contract work, and the certificate of the Engineer shall be conclusive as to such proportion.

The rates for such additional altered or substituted work under this clause shall be fixed as per standard procedures applicable : -

(i) If the rates for the additional, altered or substituted work are specified in the contract for the work the contract is bound to carry out the additional altered or substituted work at the same rates as are specified in the contract for the work.

(ii) If the rates for the additional altered or substituted work are Specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

(iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work cannot be derived from the similar class of work in the contract. Then such work shall be carried out at the rates as fixed by the department taking into account the ports own schedule of rates with minus plus percentage which the total tendered amount bears to the estimate cost of the entire work put to tender.

(iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (i) to (iii) above then the rates for such work shall be worked out on the basis of the schedule of rates of the port specified above minus plus the percentage which the total tendered amounts bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the schedule of Rates for such part or parts will be determined by the Engineer on the basis of the prevailing market rates when the work was done.

(v) If the rates for the altered, additional or substituted work cannot be determined in manner specified in sub-clause (i) to (iv) above then the contractor shall. Within 7 days of the date of receipt of order, carry out the work, inform the Engineer of the rate which it is his intention to charge of such class of work, supported by analysis of the rate which it is his intention to charge of such class of work, supported by analysis of the rate or rates claimed and the Engineer shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly-However the Engineer by notice in writing will be at liberty by cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non- settlement of rates of items falling under the clause. In the event of any disagreement Engineer shall fix such rate or price as shall in his opinion be reasonable and proper having regard to the circumstances and such decision of Chief Engineer shall be final.

**67. Claims :-** The contractor shall send to the Engineer's Representative once in every month an account giving particulars (as full and detailed as possible) of all claim for any additional to expenses which the contractor may consider himself entitled and of all extra or additional work order by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.

**68. Action where no specification :-** In the case of any class of work for which there is no such specification, such work shall be carried out in accordance with the district specifications, and in the event of there being no district specification then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in charge.

**69. No compensation for alteration in or restriction of work to be carried out :-**

If at time after the commencement of work the chairman shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer, shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit of advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, either shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawing designs and instructions, which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor provided however, that the Engineer shall have in all such cases the opinion of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from department stores, supervision charge and storage charges shall be refunded in addition to the issue rate of materials.

**70. (a) Method of Measurement :-** Except where any general or detailed description of the work in bills of quantities or schedule of works / items / quantities expressly show to the contrary, Bills of quantities or schedule of works / items / quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates / specification for with standing any provision in the relevant standard method of measurement or any general nor local custom, in the case of items which are not covered by the schedule of Rates / specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standards institution.

**(b) Records & measurements :-** The Engineer – in – Charge shall except as otherwise state ascertain and determine by measurement the value in accordance with the contract of work done in accordance therewith. All items having a final value shall be entered in measurement book, level book etc. prescribed by the employer so that a complete record is obtained of all work performed under the contract. Measurements shall be taken jointly by the Engineer – in – Charge or his authorized representative and by the contractor of the representative, Before taking measurements of any work the Engineer-in-charge or the person depute by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date

measurement, then in any such even measurements taken by the Engineer – in – charge or by the person deputed by him shall be taken to the correct measurement of the work.

The contractor shall, without extra charge, provide assistance with every appliance and other things necessary for measurement. Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of the employer a note to the effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurements. If as result of such objection, it becomes necessary to remeasure the work wholly or in part the expense of such measurement shall be borne by the party requiring the measurements to be retaken provided that net errors are found by this measurement to amount to less than 5 % of the values as recorded by the first measurement, Where however the net errors amount to 5% or over of the said value. The cost of re-measurement shall borne by the other party. In any case if the net value of error exceeds Rs. 500/- the expense of re-measurements shall be borne by the other party.

**(c) Production of Vouchers :-** The contractor shall when required by the Engineer in charge produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional of prime cost items. He shall simply produce vouchers etc. if required to prove to the Engineer in charge that materials supplied by him are in conformity with the specifications laid down in the contract.

#### **71. Secured advance: -** Voids

Secured advance shall be deleted.

#### **72. Certificate and payments :-**

(1) Monthly payments: The Contractor shall submit to the Engineer each month on or before 10<sup>th</sup> of the month a statement on the standard printed form to be had on application showing the estimated contract value of the permanent work executed upto the end of the month (if such value shall justify the issue of an interim certificate) and the contractor will be paid monthly on the certificate of the Engineer. The amount due to him on account of the estimated contract value of the permanent work executed upto the end of the previous month together with such amount (if any) as the Engineer may consider proper on account of materials for permanent works delivered by the contractor, on the site subject to a retention of the percentage named in the tender until the amount retained shall reach the Limit of Security Deposit/ Performance Security named in the tender. All amounts due to the Board by the contractor if outstanding on account of supply of any materials electricity water services rendered in connection with the contract, repairs or rectifications to work etc., shall be adjusted from the bills or any amount due to the contractor by the Board by way of outstanding deposits etc. Provided always that no interim certificate shall be issued for a sum less than that named in the tender at one time.

(2) Voids

(3) The date on which a Cheque of payment is handed over to the contractor by the Employer will be considered as the date of payment for all purposes. Delay in making such payments by the Employer due to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the contractor shall have no claim on this account. The Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall not have power to with-hold any certificate if the work or any part thereof is not being carried out to his satisfaction.

### **73. E-PAYMENT - Payments of contractor's bills through Banks :-**

Payments due to the contractor may, if so desired by him be made to the bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-Charge (1) **an authorization in the form** of a legally valid document such as a **power of attorney** conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favor of the bank any rights or equities vis-à-vis the Board.

The date on which e-payment to the contractor by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the contractor shall have no claim on this account.

The Engineers may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction. Balance payment will be released on completion of work to the satisfaction of Engineer's Representatives. No claim will be entertained by the Port in this account. For the e-payment, Port has made working arrangements with the following Bankers:

- a) State Bank of India, Main Office, Tuticorin.
- b) Indian Overseas Bank, Harbour Branch
- c) Syndicate Bank, Harbour Branch.

#### **The arrangements designed to work are as follows:**

1. The amount due to the payee will be intimated to the port Bankers in the form of Electronic messages.
2. The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes as detailed further.
3. If the payee's account is with any of the computerized & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly without payment of Bank charges.

In all other cases, payment will be arranged through Banker's Cheque/ DDs by the State Bank of India through "speed post" or "courier service" for this the bank charges at the appropriate rates will be payable by the payee.

**E- PAYMENT**

To

The Financial Advisor &amp; Chief Accounts Officer,

V.O.Chidambaranar Port Authority

Tuticorin-628004.

Sir,

We hereby give particulars for payment of the Works bill / Advance etc

Sl No	Particulars	
1	Name of the Contractor / Supplier	
2	Address of the Contractor / Supplier	
3	Name of the work for which payment is made	
4	Estimate No Agreement No Work order No.	
5	Name of the bank in which Contractor/ Supplier operating account. Either with IOB or SBI or Any other bank ( If it is other than IOB or SBI , bank commission plus postage will be deducted )	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account ( Whether SB A/c or Current A/c )	
9	Account No	
10	Pan No.	
11	GST No.	
12	VAT TIN NO.	
13	IFSC - Code of the Bank No.	

Yours Sincerely

(Signature of contractor)

**74. Void**

**75. Time limit for payment of final bill :-** The contractor's final bill shall be passed for payment within three months after the issue of certificate by the Engineer provided the contractor has fully complied with the requirements under the contract. If the amount payable under any certificate is not sufficient to cover deductions to be made under the contract, the balance outstanding shall be paid by the contractors in this regard by the Engineer. After the payment of the amount of the final bill. Payable as aforesaid has been made the contractor may if he so desires reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days his disputed claims shall be dealt with as provided in the contract.

**76. a) Defects liability period :-** The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer –in – Charge, any defect which may develop or may be noticed before the expiry of the period i.e. twelve months from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by a hand delivery or by registered post.

**b) Default of the contractor in compliance :-** In case of default on the part of the contractor in carrying out such order the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental there to shall be borne by the contractor and shall be recoverable from him by the employer or may be deducted by the Employer from any moneys due or which may become due to the contractor.

**c) Maintenance Certificate :-** The contract shall not be considered as completed until a maintenance certificate shall have been signed by the Engineer and delivered to the Employer stating that the works have been completed and maintained to his satisfaction. The maintenance certificate shall be given by the Engineer twenty eight day after the expiration of the period of maintenance.

**77. Release of Security Deposit:-** The amount deposited by the contractor as security under the agreement will be refunded to the contractor after completion of maintenance period for the work executed. If during this maintenance period any defects are noticed which in the opinion of the Engineer are due to bad materials used and or defective workmanship the contractor shall be required to carry out at his cost, such repairs, as the Engineer considers necessary or in the event of the contract failing to do this within a notified time, the Engineer may arrange for such repairs to be carried out and deduct the cost of such rectification of the defects from the amount retained, without prejudice to the recovery of any amount that may have been spent in excess of the deposit. The period of maintenance shall count from date of handing over of the whole of the works by the contractor to the Engineer.

**78. Set off clause:-** Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the port and set off against any claim of the port for the payment of a sum of money arising out of or under any other contract made by the contractor with the port.

**79. Cessation of Employer's liability: -** The Employer shall not be liable to the contractor for any matter of thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the giving of the maintenance certificate under this clause.

**80. Unfulfilled obligations :-** Notwithstanding the issue of the maintenance certificate, the contractor and (subject to Clause 79) the employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the contract prior to the issue of the maintenance certificate which remains unperformed at the time such certificate is issued for the purpose of determining the nature and extent of any such obligation the contract shall be deemed to remain in force between the parties here to.

### **81. Remedies & Powers :-**

**i) FORFEITURE :** If the contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation ) for the purpose of amalgamation or reconstruction or if the contractor shall assign the contract shall assign the contract without the consent in

writing of the Employer first obtained or shall have an execution levied on his goods or if the Engineer shall certify in writing to the Employer that in his opinion the contractor.

a) has abandoned the contract or

b) Without reasonable excuse has failed to commence the works or has suspended the progress of works for 28 days after receiving from the Engineer written to proceed or

c) has failed to remove materials from the site or to pull down and replace work for 28 days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions or

d) is not executing the works in accordance with the contract or his persistently or flagrantly neglecting to carry out his obligations under the contract or

e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sublet any part of the contract then the Employer may after giving 14 days notice in writing to 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 Employer or the Engineer by the contract and may himself complete the works or may employ any other contractor to complete the works and the Employer or such other contractor may use for such completion so much of the constructional plant temporary works and materials which have been deemed to reserved exclusively for the construction and completion of the works under the provisions of the contract as he or they may think proper and the Employer may at any time sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under the contract under the contract.

**ii) VALUATION OF DATE OF FORFEITURE :-** The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer fix and determine expert or by or after reference to the parties of after such investigation or enquiries as he may think fit to make or institute and shall certificate amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contract and what was the value of any of the said unused or partially used materials any constructional plant and any temporary works.

**iii) PAYMENT AFTER FORFEITURE :** If the Employer shall enter and expel the contractor under this clause he shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance, damages for delay incomplection (if any) and all other expenses incurred by the Employer have been reasonably earned by or would reasonably accrue to the contractor in respect of worth then actually done by him under the contract and what was the value of any of the said unused or partially used materials any constructional plant and any temporary works.

**iv) ASSIGNMENT OF BENEFIT OF AGREEMENT :-** If so required by the Employer or the Engineer, the contractor shall before the expiration of the notice referred to in clause "Forfeiture" hereof assign to the Employer without payment the benefit of any agreement which the contractor has entered into for the supply of materials and / or for the execution of any works of the purpose of the contract but on the terms that a supplier or sub contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Employer and the Employer may pay the supplier or sub contractor for any such material supplied and delivered to the site of work executed under such agreement (whether the same be assigned as aforesaid or not) before or after the giving of the notice, the amount due by



such agreement in so far as the supplier or the sub contractor or by the Employer to the contractor.

## **82. Special Risks :**

### **i) No liability for war etc. Risks :**

Notwithstanding anything in contract contained

i) The contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destructions or damage to the works (save to work condemned under the provisions of clauses, "Removal of improper works and materials" and default of contractor in compliance to that hereof prior to the occurrence of any special Risks herein after mentioned) or temporary works of to property whether of the Employer or third parties or for in respect of injury or loss of life which / is the consequence whether direct or indirect of war hostilities (whether war be declared or not) invasion act of foreign enemies, rebellion, revolution, insurrection or military or usurped power civil war or (otherwise than among the contractor's own employees) riot, commotion or disorder (herein after comprehensively referred to as "the special risks"

**ii)Projectile Missile etc :** Destruction, damage injury or loss or life caused by the explosion or impact whenever and wherever occurring of any mine bomb shell grenade or other project mussel, munitions or explosive or explosive of war shall be deemed to be a consequence of the said special risks.

**iii) Increased costs arising from special Risks :** The Employer shall repay to the contractor any increased costs of or incidental to the execution of the works other than such as may be attributable to the cost of reconstructing work condemned under the provisions of clauses, "Removal of improper works and materials "Default of contractor in compliance to that "hereof prior to the occurrence of any special risks which is however attributable to or consequent on or the results of or in any way whatsoever connected with the special Risks (Subject however to the provisions in this clause hereinafter contained in regard to out break of war) but the contractor shall as soon as nay such increase of cost shall come to his knowledge forthwith notify the Engineer thereof in writing.

**iv) Our break of war :** If during the currency of the contract there shall be an outbreak war (whether war is declared or not) in any part of the worked which whether financially or otherwise materially affects the execution of the works the contractor shall unless and until the contract is terminated under the provisions in this clause contained use his best endeavors to complete the execution of the works provided always that the Employer shall be entitled at any time after such outbreak of war to terminate this contract by giving notice in writing to the contractor and upon such notice being given the contract shall (save as to the rights of the parties under this clause and to the operation of clause "Settlement of disputes by arbitration" here of ) terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

**v) Removal of plant on termination :** If the contractor shall be terminated under the provisions of the last proceeding clause, the contractor shall with all reasonable dispatch remove from the site all constructional plant and shall give similar facilities to his sub contractors to do so.

**vi) Payment if contract terminated :** If the contract shall be terminated as aforesaid the contractor shall be paid by the Employer (in so far as such amounts or items shall not have already been covered by payments on account made to the contractor) for all work executed prior to the date of termination at the rates and prices provided in the contract and in addition.

- a) The amounts payable in respect of any preliminary items so far as the work or service comprised there in has been carried out or performed and a proper proportion as certified by the Engineer of any such items the work or service comprise in which has been partially carried out or performed.
- b) The cost of materials or goods reasonably ordered for the work temporary works which shall have been delivered to the contractor of which the contractor is legally liable to accept delivery (such materials or good becoming the property of the Employer upon such payment being made by him)
- c) A sum to be certified by the Engineer being the amount of any expenditure reasonably incurred by the contractor in the expectation of completing the whole of the works in so far as such expenditure shall not have been covered by the payments in this clause before mentioned.
- d) Any additional sum payable under the provisions of the clause Para iv
- e) The reasonable cost of removal under this clause Para vi and (if required by the contractor return thereof the contractors main plant yard in his country or registration or to any other destination at no greater cost
- f) The reasonable cost of repatriation of the contractor's stuff and workmen employed on or in connection with the works at the time of such termination. Provided always that against any payments due from the Employer under this sub clause, the Employer shall be entitled to the credited with any outstanding balance due from the contractor in respect of the execution of the works.

**83. Payment in the event of frustration:-** In the event of the contract being frustrated whether by war or otherwise howsoever the sum payable by the Employer to the contractor in respect of the work executed shall be the same as that which would have been payable under the previous clause 82 hereof if the contract had been terminated under the provisions of that clause.

**84. Contractor claim on the decision and instructions of Employer :-**

- a) If the contractor claims that the decisions or the instructions of the Engineer are unjustified and that accordingly he is entitle to extra payments on account thereof he shall forthwith notify this to the Engineer to record his decisions thereof in writing and shall within two weeks state his claims in writing to the Engineer thereafter. The Engineer shall thereafter within four weeks of the receipt of the claim reply to the points raise in the claim Unless resolved by negotiation or discussion immediately thereafter within a further four weeks, the question of liability for such payment will be treated as on disputes.
- b) In the contract whenever there is a discretion or exercise of will by Engineer during the progress of work, the mode or manner of the exercise of discretion shall not be a matter for arbitration
- c) Wherever the Board given discretion to do any act under contract, the excise of the discretion by the board shall be final conclusive and binding on all parties and the manner of exercise of discretion shall not be called in question and the matter cannot be referred to arbitration.
- d) The decision of the chief Engineer shall be final. Conclusive and binding on the parties to the contract upon all questions relating to the meaning of the specifications designs, drawings and instructions and as to quality of workmanship or materials used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the execution of or failure to execute the same arising during the course of the works and in maintenance period. The above shall not be the subject of arbitration and in no case., shall the works and in maintenance period. The above shall not be the subject of arbitration and in no case, shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Chief Mechanical Engineer.

## **85. Settlement of Disputes by Arbitration: - Voids**

**86. Laws governing the Contract:** - This contract shall be governed by the Indian Laws for the time being in force and any proceeding relating to this contract shall be filed or taken by the contractor to a court of law only in Tuticorin.

## **87. Service of Notice on Contractor: -**

- a) Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by post to or leaving the same at the contractor's principal place of business (or in the event of the contractor being a company to or at its registered office) or at contractor's site office or elsewhere as approved by the Engineer.
- b) Service of notices on Employer : - Any notice to be given to the Employer under the terms of the contract shall be served by sending the same by post to or leaving the same at the Employer's last known address.

## **88. Default of Employer : -**

- I. In the event of the employer
  - a) Failing to pay the contractor the amount due under any certificate or the Engineer within thirty days after the same shall have become due under the terms of the contract.
  - b) Interfering with or obstructing the issue of any such certificate. The contractor shall be entitled without prejudice to any rights or remedies to terminate the employment of the contractor under the contract by giving notice in writing to the Employer.
- II. Upon the giving of such notice, the contractor shall (notwithstanding the clause 31 Regarding plant etc. exclusive use for the works" hereof) with all reasonable dispatch remove from the site all constructional plant brought by him thereon.
- III. In the event of such termination, the Employer shall be under the same obligation to the contractor in regard to payments as if the contract had been terminated under the provisions of clause 82 "Special Risks" Para (i) hereof but in addition to the payments specified in clause 82 "Special Risks (vi)" The Employer shall pay the contractor the amount of any loss or damage to the contractor arising out of or in connection with or by consequence of such termination.
- IV. Nothing in this clause contained shall prejudice the right of the contractor to exercise either in lieu of or in addition to the rights and remedies in this clause specified any other rights or remedies to which the contractor may be entitled.

## **89 : Restraining Publicity of official secrets/ drawings and Photographs of works:**

The contractor involves obligation of secrecy and the commission by the contractor, his agents, sub-contractor or his agents workman of any offense under the Indian Official secrets Act, 1923 or any statutory modifications or re-enactments thereof will apart from being a criminal offense constitute a breach of contract. The contractor shall not disclose the details furnished to him and of works on which he is engaged without the approval of the Chief Engineer. No photographs of the works or any part thereof or plant employed thereon shall be taken or permitted by the contractor to be taken by any of his sub-contractor's Employees without the approval of the Chief Engineer, and no such photographs or description of the works shall be published or otherwise circulated without the approval of Chief Engineer.

## **SPECIMEN FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY**

1. In consideration of the Chairman representing the Board Members of V.O.Chidambaranar Port (hereinafter called "the Port") having agreed to exempt ..... (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of Contract awarded in No. ....dated.....made between.....and ..... for ..... (hereinafter called "the said Agreement") of Performance Security for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees ..... only).
2. We,\* .....(hereinafter referred to as "the Bank") at the request of ..... (Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
3. We,\* ..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of breach by the said Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
4. We undertake to pay to the Port any money so demanded notwithstanding any dispute of disputes raised by the Contractor(s) in any suit or proceeding before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
6. We,\* ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Engineering Department, V.O.Chidambaranar Port Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing within on or before the \*\*..... we shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of the contractors renew or extend this guarantee for such further period or period as the Port may require.
7. We,\* ..... further agree with the Port, that the Port shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission

on the part of the Port, or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
9. We, \*..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port in writing.
10. This guarantee is valid upto ..... (period)

Dated the..... day of..... 20.....  
for\*

\* Indicate here the Name of the Bank

\*\* Indicate here the period or

\* \* \* \*

#### **IV. INSTRUCTIONS FOR TENDERING**

1. Tenders shall be submitted only through e-tender mode offered in the website <https://etenders.gov.in/eprocure/app>. The Tender shall complete the Tender Bill of Quantities and Schedules and fill all the information called for therein as per the tender conditions.
2. The tenderer shall sign every page of the tender documents, fill up the rates in the tender schedule both in figures and in words and also the total for each item and the grand total sign at the bottom of each page of the schedule sign every drawing and submit the same at the time of tendering.
3. Each tender shall contain the name full address residence and place of business of the person or firm or company making the tender and shall be signed by the tenderer with his usual signature. Tender by partnership shall furnish the full names of all partners, it shall be signed with partnership name of one of the members of the partnership or by an authorized representative followed by the name and designation (in capital letter) of the person signing the tender. Tenders by Corporation Company shall be signed with legal name of the Corporation followed by the name of the State of incorporation and by the signature and designation of the President, Secretary or other person authorized to bind it in the matter, an attested copy of the constitution of the firm with the names of the partners shall be furnished. Letter of attorney authorizing the person to sign the tender shall also be furnished.
4. Tenderer shall carefully examine the conditions of contract drawings and specification, visit the site, of works and fully acquaint himself in all respects and in particulars about the local conditions such as the nature and location of the work and access to site, the rainfall, climatic, conditions winds directions, waves cyclones, tides etc., around the work site the number of working days available during the year, the configuration of the ground, the spring level, the sub surface soils, the character of equipment and facilities needed preliminary to and during the execution of the work, availability and wages of labour etc., materials, transport facilities etc, which may affect the work or cost thereof. He shall also inspect the site where in the materials can be procured and satisfy himself about the quality and availability of the materials to the specifications. Any information available with the Chief Engineer, VOC Port Authority, will be made available to the tenderer on request. But the Chief Engineer will not accept any responsibility for the accuracy thereof or for the inferences that may be drawn there from.

5) Permission to inspect the site will be given on application to the  
The Chief Engineer  
V.O.Chidambaranar Port Authority  
Tuticorin - 628 004  
Tamilnadu, South India  
Telex 0434 – 243 PORT IN  
Telephone: Tuticorin No. 2352290, 2352291, 2352297 with extensions

6) All the recipients of the documents for the purpose of submitting a tender (whether they submit a tender or not) shall treat the contents of the documents as private and confidential. The documents are not transferable.

7) A bill of quantities on which the rates are to be quoted by the tenderer accompanies the tender form, It shall be definitely understood that the port does not accept any responsibility for the correctness and completeness of the quantities shown in the Said Bill of Quantities and that the quantities shown in the bill of quantities are liable to alterations omissions deductions and additions or as set forth in the Conditions of the contract. The tenderer however, should base his tender rates on this bill of Quantities. The tenderer shall quote specific rates for each item in the schedule and the rates should be in Rupees and paisa. In case of any discrepancy between words and figures, the rates in words will govern.

8) All the columns in the Bill of Quantities must be filled up carefully and completely .The total amount of each item, the total of each page and the grand total and the general abstract for the whole contract must be necessarily worked out and filled up in the tender form.

9) Tenders containing omissions and erasures or those containing regulation of any kind or tenders which are not accompanied by Earnest money as specified are liable to be rejected.

10) Each tenderer shall submit with his tender a programmer for the execution of the work. Work shall be carried out on all days except Sundays and Holidays.

11) The tenderer shall submit with his tender such information regarding the plant and temporary works shall be necessary for a full understanding of the methods he proposed to use to complete the work.

12) The tenderer are required to quote rates for the different item of works as per the specifications and conditions mentioned in the documents without putting special conditions. The rates quoted by the tenderer are for finished items of work.

13) All accompaniments to the tender shall be in original

14) The Port will not be responsible for or pay expenses or losses which may be incurred by any tenderer in the preparation of this tender

15) Attention of the tenderer is drawn to clause regarding the deposit of Earnest money.

16) It must be clearly understood that the rates quoted in the tender are to include everything required to be done in the Notice inviting Tender, Instruction for Tendering, Tender Conditions of Contract, Specification, Bill of Quantities, Schedules and Drawings referred to therein and also for all such work as in necessary for the proper completion of the contract, although specific mention thereof may have been omitted. The rates are for

finished items of Works and should be inclusive of cost of all materials, labour, hire charges of Tools & Plant ladder, scaffolding and incidentals necessary for carrying out the works.

17) The tender shall be submitted with the following information

- i. Declaration that the contractor is an Civil Engineering Contractor who has successfully carried out large works of this nature and has adequate organization and resources including experienced technical personnel to handle works of this type and magnitude.
- ii. A brief description of nature and value of large works and works of similar nature previously executed by him, After the tender has been opened any tenderer may be required to submit detailed particulars of such work along with, manner of their execution and other information that will satisfy the Chief Engineer/VOC Port Authority that the contractor has adequate organization including experienced personnel to execute vigorously the work required to be carried out under these specifications.
- iii. Details of technical personnel proposed to be employed by the tenderer on the execution of work for which the tender is submitted.
- iv. An Income Tax Clearance Certificate from the Indian Income Tax authorities the case of tenderer who are Indian Nationals or firm or contractor Companies registered in India and liable for tax under the Indian Income Tax Act.
- v. A copy of the certified latest balance sheet in case the tenderer is a firm or a company. Permanent account number of the Income Tax Assessment.
- vi. Attested copy of registration certificate under service tax if applicable.
- vii. Attested copy of VAT TIN No
- viii. The tenderers shall furnish the TIN register under TN VAT ACT failing which the tender will be summarily rejected.

18) No responsibility will be attached to any Officer of the Port for premature opening of or the failure to open a tender not properly addressed and identified.

19) It shall be deemed that excepting those conditions stipulated by the tender which vary from the condition laid down by the Trust in all the above schedule the tenderer is agreeable to and abide by all the other conditions. specifications etc., stipulated in the tender documents even though on specifications thereof is made in the tender. The conditions stipulated by the tenderer may or may not be accepted.

20) All the conditions applicable to the General Public Works Department including Safety Code, Tubes for the protection of health and sanitary arrangements for workers employed and labour regulations shall apply to this contract also.

21) Telegraphic offers will be treated as defective, invalid and rejected. Only detailed complete offers received by the time and date prescribed for receipt will be taken as valid.

22) No foreign exchange is available for this work, All payments will be made only in Indian Rupees and Paisa only.

23) The tenderer should abide by this tender for a period of sixty days from the date fixed for receiving the same of for such other period as may be mutually agreed upon and it shall remain binding upon the tenderer so that the tender may be accepted at any time before the expiry of that period.

24) Only such vehicles of the Contractor as are licensed by the Board will permitted to enter the Harbour premises.

25) Further the tenderer undertakes, if his tender is accepted , to enter into and execute when called upon to do so an agreement with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the Authority and the contractor.

26) The Engineer does not bind himself to recommend for acceptance or to accept the lowest or any tender or to assign any reason for no acceptance thereof.

27) Representatives of the firm / Contractor who have not paid the Earnest Money Deposit as specified in the tender document will not be permitted to be present when the tenders are read out. The tender of any tenderer who has not conformed with the foregoing instructions may not be considered.

## **V. SPECIAL CONDITION**

### **1. General :**

1.1. The Work under this contract shall be carried out in accordance with particular specifications read in conjunction with the General Rules, Specifications as approved by the Department.

**a) Contract Drawings :** The Drawings that will form part of the contract are given under list of drawing attached. All further and additional working drawing prepared by the contractor after the commencement of the work after due approval with modifications, if any, by the Chief Engineer shall be deemed to form part of this contract, All further modified and additional drawings showing further details of work or otherwise issued to the contractors by Chief Engineer from time to time during the currency of the contract shall also be deemed to form part of the contract.

**b) Payment of Income Tax :** Payment of Income Tax: Income Tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the Income Tax officer concerned and obtain a certificate authorizing the department to deduct the Income Tax at such lower rates or deduct no Tax as may be appropriate to his case. Such certificate will be valid for a period specified therein unless it is cancelled by the Income Tax officer earlier.

**c) VAT** will be recovered at the rates applicable from time to time for water, electricity, telephone and other services etc rendered by the port.

### **2. Electricity :**

a) Electric power supply will be made available for tapping for general lighting and other purposes under this contract, from the nearest existing departmental point of supply.

b) The contractor is to make his own arrangement at his cost to install tested meters at the respective points of supply at the harbor area and to draw lines put up fittings required and take electrical energy for lighting and power required for use.

c) The entire electrical installation shall conform to Indian Electricity Tubes and as per general layout approved by the Chief Engineer, But the contractor shall responsible for the details.

d) No claim will be entertained by the Port for stoppage of failure of electric supply.



e) Current consumption charges for all energy consumed by the contractor including meter rent, if any will be recovered at usual rates charged by the suppliers (licensee) for the appropriate load from time to time.

### **3. Water Supply :**

Water required for the execution of work and for drinking purposes may be supplied to the contractor(s) subject to the availability and at the discretion of the Engineer in- charge of the work from the nearest existing departmental point of supply and cost will be recovered from contractors at Rs.70.00 (Rupees Seventy only) per thousand litres of water supplied. The contractor(s) shall make his / their own arrangements to draw water required for the work including cost of all materials and conveyance to the site of work, and nothing extra will be paid for the same. The contractor(s) should fix the water meter at his/their cost at places required for him /them. Water shall be drawn through the meter only in the event of contractor(s) failure to fix water meter or if the meter goes out of order, water charges shall be recovered at 1 % of the value of the work carried out during such period. The water charges is subject to revision from time to time. The contractor shall arrange for taking water from the water tank. Conveyance of water from water tank to work site has to be arranged by the contractor at his own cost. It should clearly understood that the payment does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his /their own cost, in the event of an temporary breakdown in the departmental water mains and whenever the department is unable to supply water due to scarcity so that progress on his /their work is not held up for want of water, no claim of damage or refund of water charge will entertained on account of such breakdown , non supply etc. and any delay in completing the work for want of water will not be considered as hindrance to the work.

### **4. CONTRACTOR'S OFFICE AND WORKSHOP :**

The contractor will be allowed to work in the area adjacent to the site of works without interruption with the work of the other contractors. He shall locate his offices and other working areas for storage of plant and equipment and his site workshop in such a way that they do not interfere with the working of the other contractors. The location area and the plan of such structures must be got approved by the Engineer –in-Charge. No ground rent will be charged for the area occupied for the above use, But these buildings are not to be used for residential purpose. The port shall cancel the allotment of land after due completion and handing over of the work to the port in the specified manner or as soon as final bill is claimed whichever is earlier and the contractor shall vacate the site within a month's time there from; failing which he will have to pay the rental for the area of land occupied by him at the rate fixed. However in such cases the port reserves the power to take over the land under intimation by a notice to the contractor.

**5. AREA FOR TEMPORARY HUTS :** Permission will be granted by the Engineer-in-Charge to the contractor for erecting temporary huts for his workmen in the area earmarked for labour colony, in the harbour estate. Nominal ground rent will be charged as per rules for the area utilized, A water supply point will be given. The contractor has to make his own arrangements at his cost for erecting sheds, extension of water supply lines and sanitary arrangements. Charges for water will be recovered from the contractor at the rates indicated in clause 3 .Water should be drawn through water meter only.

### **6. WEATHER DATA :**

The work may have to be carried out under the following weather conditions. The contractor should take specific note of these conditions while tendering for the work. The work is to be considered as being done under open area conditions.

### **6.1 Rain fall :**

Total rainfall is 640mm. Rainiest months are October, November and December Totally there are about 34 rainy days in a year.

**6.2. Winds :** Mean wind speeds of 15knts are quite probable from west and east- north east and about 10 knots from south, south –east. Wind speeds about 27 knots lasting for one or two days have been observed.

### **6.3 Precaution Against Air and Water Pollution:**

Every precaution shall be taken by the contractor to prevent air and water pollution resulting from his operations as per requirement of the appropriate authorities. The hazardous waste shall be disposed off only to the genuine processors having requisite approval in accordance with implementation of hazardous waste rules 1989, notified tender environment Act, 1989 and rules regulations made there under from time to time.

### **7. GENERAL GUIDELINES :**

Before submitting the tenders shall carefully go through the tender documents and in particular the tender schedules and the drawing and shall also inspect the places of work so as to gather full and firsthand knowledge of the site conditions on which they shall have their tenders.

- i) The quantities given under the schedule are those upon which approximate estimated costs of the work are based, But they are subject to alterations, omissions, deductions and do not necessarily show the actual quantities of the work to be done.
- ii) The Description of the items of the work given in the schedule of quantities should be read along with the specification drawings and conditions of the contract.
- iii) The Board shall not be held responsible for any loss to the contractor arising from any delays in the supply of materials, electric current etc., due to unforeseen circumstances.
- iv) The bills for the work shall be prepared by the contractor himself in the Trust's prescribed form.
- v) The competent staff / workmen shall be employed by the contractor to ensure proper execution of the contract.

### **8. MATERIALS QUALITY :**

All the materials in works shall be of the best quality of their respective kinds as specified therein obtained from the sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed hereafter of where tests are not laid down in the specification with their equivalents of the latest issues of the relevant Indian / British Standard shall be the best of their kind and to the approval of the Engineer. The contractor shall take away the rejected materials and the surplus materials (that are proclaimed to be his own ) to outside the port premises, between 8.00 A.M 6.00 P.M on working days at site after obtaining due permission of the Engineer's representative in-charge of the work.

#### **8.1. SAMPLES OF MATERIALS:**

Samples of materials fittings shall be furnished at the contractor's expense to the Engineer in charge when called for or ordered to be furnished by the Engineer –in-Charge, prior, to execution of any work.

**8.2.** The contractor shall at his own expenses provide all other material's labour, haulage power tool, ladders, tackle and apparatus necessary to execute and complete the works in the manner required by the department.

**8.3.** It must be understood that any short supply or non-supply of materials can not be a valid reason for delay or slow progress of works.

**9. LEAD FOR MATERIALS:**

The lead statement furnished for the various materials are approximate only No increase in rates shall become payable to the contractor if the actual lead for any of the materials is found to be more than specified in the lead statement.

**LEAD STATEMENT**

Sl.No.	Description of Materials	Source of Supply	Distance in Km
1.			
2.			
3.			

**10. REGARDING STORAGE OF MATERIALS :**

Materials, if any, issued by the department should be stored in shed secreted by the contractor at his own cost near the site of work in such a manner that it is protected from all external agents which may damage it, Thatched sheds are not permitted. The contractor is fully responsible for proper storage and watch of the materials issued to him by the port, Costs of the materials damaged or found short or rendered useless will be recovered from the contractor at the rates in the manner decided by the Engineer.

**11. TELEPHONE FACILITIES :**The contractor shall make his own arrangements for the provision of telephone facilities to the site as a contingency of the contractor.

**12. HIRE USE OF PLANT AND MACHINERY :**The contractor is expected to have his own machinery required for the work such as cranes, Tippers, lorries, Road Rollers, Contracts Mixer Machine Bitumen Heaters, Hot Mix Plant for asphaltic concrete road works. However, if available, the following items of machinery can be spared by the department to the contractor at the rates noted against each item.

Sl.No	Type of Machinery	Capacity	Hire Charge

If any other items of machinery are hired from other departments and given to the contractor the entire cost incurred by the department towards such hire should be borne by the contractor. The conditions governing the hire of the plants shall be as per the rules below:

- a) The hire charge shown above are per hour or part thereof, subject to minimum of two hours per shift.
- b) The hire charges will include service of staff as required, supply of lubricants, and stores for cleaning purpose.

- c) The contractor shall on or before the supply of Plant and machinery sign and agreement indemnifying the department against any loss or damage caused to the plant and Machinery either during transit, or at the site of work. The Engineer-in-Charge will be responsible for the proper maintenance of the Plant and Machinery given out on hire.
- d) The Plant and Machinery shall be taken from the departmental yard to the site of work and shall be returned at the departmental yard. The period of hire charges will be reckoned from the time when the plant is taken from the yard to the time they are returned at the yard.
- e) The plant and Machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials etc., on his part. The same will be returned only when they require major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of which the same was issued is completed.
- f) The contractor shall release the Plant and Machinery every 7th day, preferably on Sunday, for periodical servicing and wash out which may take about three or four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing, wash out, if the machinery is available with the contractor and is under operation during the period.
- g) Suitable penalty as decided by the Engineer-in-Charge will be imposed of at any time, if the departmental machinery hired by the contractor is returned without putting it to full use. The Plant and Machinery as stipulated above will be issued to the contractor only if they are available, however, the contractor shall have his own equipment and machinery for completing the work, within the stipulated period according to the programmer of work.
- h) No claim whatsoever will be entertained from the contractor for any delay in carrying out the work according to the programmer due to non-supply of the machinery by department.
- i) Log Book for recording the hours of daily work for each of the plants and machinery supplied to the contractor or his authorized agent. In case the contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be final and binding on the contractor. Hire charges will be calculate according to the entries in the log book and will be binding on the contractor.
- j) If the items of machinery not included in the list were hired out by the Port to the contractor, the contractor will have to pay the charges to be fixed by the department at that time. While every care is taken by the Trust to use Sound Gear for the work, the party will have to accept responsibility for any damage or loss to the Gear while in use by him or by the Trust on his behalf and undertake to pay the Trust the cost of Repairs or replacement of such gear if damaged or loss and exonerate the Trust of all liabilities in the events of the accident occurring thereby:

### **13. SPECIAL CONDITIONS FOR ROAD ROLLER:**

The out- turn of the Road Roller should be maintained not to exceed the area of the consolidated surface for hours as detailed below:

1. Consolidation of Kankar/ Shingle Gravel moorum / red bajri	
i) 50mm spreaded thickness	625 sq.m.
ii) 75mm spreaded thickness	420 sq.m.
iii) 100MM spreaded thickness	300 sq.m.
2. Wearing cost (W.B.M.) using 63mm, 50mm and 40mm	
i) 11cm spreaded thickness	270 sq.m.
ii) 15cm spreaded thickness	200 sq.m.
Iii) 7.5cm spreaded thickness	400 sq.m.
3. Surface dressing one coat with paving bitumen or tar using 12mm size stones 0.5cu.m. Per 10 sq.m.	910 sq.m.
4. Surface dressing simultaneously two coats with paving bitumen or tar	
i) First coat using 0.15cu.m.Of stone 12mm size per 10 sq.m.	910 sq.m.
ii) Second coat (using 0.10cu.m. Of stone 10mm size)	1670 sq.m.
5. Surface dressing renewal coat (with 0.10cu.m. 10 mm. Size metal per 10 sq.m.	1670 sq.m.
6. Liquid seal coat (with 0.09cu.m.Of 6mm size metal per10sq.m.)	1670 sq.m.
7. 5cm consolidated thick premix bitumen concrete surfacing (using 0.05cu.m. Or stone chipping per 10 sq.m)	370 sq.m.
8. 25 cm consolidated thick single course premix carpet surfacing (with 0.36cu.m. Of 20mm metal per 10 sq.m.)	370 sq.m.
9. 4cm consolidated thick premix bitumen concrete (with 0.40cu.m. Of 12mm size metal per 10 sq.m)	455 sq.m.
10. 7.5cm consolidated thick premix bitumen concrete (with 0.41cu.m. Of 50mm and 0.27cu.m. Of 40mm size metal per 10 sq.m.)	230sq.m
11. Premixed seal coat (with 0.06cu.m.Of fine aggregate per 10 sq.m)	1670sq.m.

Recovery of hire charges of road roller will be made on hourly basis or on our- turn basis, based on the theoretical out-turn fixed for a duration of a 8 hours mentioned above, whichever is higher.

### **14. Seigniorage Charges :**

- a) Departmental quarries will not be made available for collecting stone materials for this work.
- b) In the case of private quarries for stone materials, and gravel etc., the contractor has to make his own arrangements for obtaining necessary permission for payment of all charges like seigniorage etc., The contractor shall also indemnify the department from all the liabilities in this regard.

- c) The contractor shall procure the materials from the leases of the quarries and produce necessary bills and permit while purchasing rough stones/ jellies, gravel, sand, quarry materials collected without valid permit will not be entertained.

**15. License Fee for Entry of Vehicles:** No License fee will be collected for the entry of construction equipment's to be stationed in the work spot such as concrete mixer, batching plant, excavator, welding set, special tools, meters and any other necessary equipments depending on the type of work to be certificate by the Engineer. However, the contractor shall pay the license fee for the entry vehicles carrying construction materials and cranes as per 12 (b).

### **1. GENERAL QUALITY (MATERIALS)**

All materials to be used in the works shall be on the best quality of their respective kinds as specified therein obtained from the sources and suppliers approved by the Engineers and shall comply strictly with the specifications/ tests standardized in I.S.S or conforming to the equivalents of the latest issue of the relevant British Standard specification where Indian Standards are not available to the latest. Any materials not fully specified herein and for which there nor relevant Indian/ British Standard shall be to the best of their kind and to approval of the Engineer.

**2.** Indigenous materials shall be used wherever they are available in accordance with the required specifications.

**3. Rejected Materials:** Any materials brought to the site which is not approved by the Engineer or his representative shall be removed from the site within a period 3 days or failing which the Port is not responsible for any loss or damages to such rejected materials.

**4. Water for concrete:** Clean fresh water only shall be used for work. The water shall be free from deleterious materials in solution or suspension.

**5. Plant:** The contractor shall be responsible for the supply, use and maintenance of all construction plant equipment's and he shall ensure that it is suitable for work and is maintained in such manner as to ensure its efficient working.

**6. Supervision:** The contractor's supervisory staff shall be fully experienced in the types of work being carried out under their supervision and capable of ensuring that it is done well and efficiently to the satisfaction of the Engineer. Qualified/ well experienced tradesmen / well experienced workmen shall be employed for construction and operation of the plant/ equipment.

**7. Workmanship:** The workmanship in all items of work shall be in conformity with the relevant specification in A.I.S.S. And as directed by the departmental officers. Defective workmanship will be rejected and the contractor shall make it good at his cost.

**8.** The Tenderer should not quote any special conditions of his own, regarding payment of escalation of any kind.

**9.** Payment if advances not stipulated in the tender schedule should not be made at all.

**10.** The port will not supply cement for casting tiles if the same is to be cast outside.

**11.** The EMD furnished along with the tender will be released to other than L1 tenders within 15 days on deciding the L1.

## VII. SUBMISSION OF TENDER (SPECIAL ADDITIONAL CONDITIONS)

1. The Tender must be sent in one main sealed cover containing two separate covers and these two covers shall be super scribed as 'Cover I' and 'Cover II' respectively. All the covers shall be addressed to the Chief Engineer, V.O.Chidambaranar Port Authority and sealed properly. Names and ;

a) Cover - I

“Cover I – TECHNICAL BID” (Single cover system) **“Strengthening of bollard by using MS Plate and Supplying, fabricating and fixing of MS Manhole cover and ladders in VOC Wharf and Additional berth inside green gate”**

b) Cover – II

“Cover II – PRICE BID” (Single cover system) **“Strengthening of bollard by using MS Plate and Supplying, fabricating and fixing of MS Manhole cover and ladders in VOC Wharf and Additional berth inside green gate”**

C ) On main cover **“Strengthening of bollard by using MS Plate and Supplying, fabricating and fixing of MS Manhole cover and ladders in VOC Wharf and Additional berth inside green gate”**

The technical bid and price bid should be uploaded in e-tender portal on or before 29.10.2024 upto 15:00 Hrs.

### 2. Contents of Cover – I (Technical Bid)

Cover I shall contain the Tenderer's covering letter and other documents as given below,

- a) Earnest Money Deposit :- The Earnest Money amount of **Rs.43,580/- (Rupees Forty Three Thousand Five Hundred and Eighty only)** EMD payment made by the bidders should only through online payment gateway in CPP Portal mode. Otherwise his/her/their tender will be rejected. The tender will not be considered without EMD. EMD in any other form will not be accepted. No interest will be paid for the amount deposited on EMD.
- b) Any other additional information which the Tenderer wants to put- forth, including technical details, pamphlets etc.,
- c) The programme chart for the execution of this work .
- d) The tenderer has to submit the under taking as Annexure-I with the tender document, failing which the tender will not be considered for evaluation.

**3. Contents of Cover II:** The Cover II shall contain the Price Bid – issued by the Port. The Tenderer shall fill up the rates in the Price Bid both in figures and words and also the total for each item and grand total, sign at the bottom of each page of the Price Bid, and submit the same in Cover – II. No conditions shall be incorporated in Cover – II. If any conditions are put forth by the tenderer in the Cover –II (Price Bid), their Tender will be rejected forthwith. (ie.), conditional offer will not be accepted.

4. Tenders will be opened at the office of the Chief Engineer, V.O.C. Port Authority at **15:30** hours on **30.10.2024** in the presence of the Tenderers or their authorized representatives who are present at the time of opening.

5. On the day of opening, only the main cover and the Cover- I will be opened and read by the officer opening the tender and Cover – II will not be opened. All the Cover – II of all the Tenderers will be put inside one box and sealed in the presence of the Tenderers or their authorized representatives who are present at the time of opening.

6. After short listing of the Tenderers who satisfy the minimum qualifying criteria, the short listed Tenderers will be called for discussions if required at a date to be intimated later for analyzing the merits of various matters and conditions given in Cover – I. The tenderers shall attend the meeting at their own cost.

7. The opening of Cover – II will be done on a date to be fixed later. All the selected / short listed Tenderers will be requested to be available for opening on the said date, if they desire.

8. The offer of the firm, who have not furnished the required Earnest Money Deposit and who are not in the list of selected / short listed Tenderers will not be taken in to consideration at all and their Cover –II will be recorded in the office unopened.

9. The EMD furnished along with the tenders to be released to unsuccessful Tenderers, other than L1 tenderer within **15 days** on deciding L1 Tenderer.

### **VIII. MINIMUM QUALIFYING CRITERIA**

1. The Tender will be in two cover system. Technical Cover (Cover I) and Price Bid Cover (Cover II).

2. The Tenderer shall meet all the following qualifying criteria.

(i) Average annual Financial Turnover of the Tenderer during last three financial years should be at least 30% of estimated cost put to tender .

**Note :** For this criteria, the tenderer may fill up **Form – I (i.e) Financial Status.**

(ii) Experience: The Tenderer shall have successfully completed the similar work during the last seven years ending, with either the follows;

a) Three completed similar works, each similar work costing not less than the amount equal to 40% of estimated cost put to tender

**(Or)**

b) Two completed similar works, each similar work costing not less than the amount equal to 50% of estimated cost put to tender

**(Or)**

c) One completed similar work costing not less than the amount equal to 80% of estimated cost put to tender

### **FORM – I FINANCIAL STATUS**

**Summary of Yearly turnover on the basis of the Audited Balance Sheet for the last Three Financial Years**

Sl.No	Financial Year	Total Turnover
1		
2		
3		

Note : Attach certified copies of the Audited Financial Statements attested by Notary Public.

### **FORM – II EXPERIENCE**

**Experience in Similar type of work for the last seven years as mentioned in Documentary proof attested by Notary Public.**

Sl No	Client With Address	Description of work	Value of work executed	Contract Period		Actual date of Completion	Remarks
				Dt. of commencement	Dt. of Completion		
1							
2							

**Note :** Copy of certificate from the Employer showing the above details shall be attached in respect of each work.



## IX. ABBREVIATIONS USED IN THE SCHEDULE

1. I.S.I.	- Indian Standard Institution
2. I.S.S	- Indian Standard Specification
3. (a) A.I.S.S.	- All India Standard specification brought out by National building Organization.
(b) B.S.S.	- British Standard Specification
(c) B.I.S.	- Bureau of Indian Standards
4. mm.	- Millimeter
5. cm.	- Centimeter
6. m.	- Meter
7. R.M.	- Running Meter
8. (a) M2, Sq.m.	- Square Meter
(b) Sq.cm.	- Square Centimeter
9. (a) M3, Cum.	- Cubic Meter
(b) Cu.Cm.	- Cubic Centimeter
10. C.W.	- Country Wood
11. (a) M.S.	- Mild Steel
(b) R.T.s.	- Ripped Tor Steel
12. G.I.	- Galvanized Iron
13. R.C.C.	- Reinforced Cement Concrete
14. HBG (Metal)	- Hard Broken Granite (Metal)
15. (a) kg	- Kilogram
(b) gm	- Gram
16. P.V.C.	- Poly Vinyl Chloride
17. G.L.	- Ground Level
18. Rs. P.	- Rupees and Paise
19. K.M.	- Kilometer
20. No (s)	- Number (s)
21. dia	- Diameter
22. I.R.C.	- Indian Road Congress
23. C.I.	- Cast Iron
24. G.M.	- Gun Metal
25. A.C. Sheet	- Asbestos Cement Sheet
26. S.W. Pipe	- Stoneware Pipe
27. C.P.	- Chromium Plated
28. A.C. Pipe	- Asbestos Cement Pipe
29. MT	- Metric ton or Tonne
30. T.W.	- Teak wood
31. A.C. Units	- Air conditioner Units
32. C.M.	- Cement Mortar
33. C.C.	- Cement Concrete
34. (a) R.R. Masonry	- Random Rubble Masonry
(b) D.P.C.	- Damp Proof Course
35. A.C.	- Asbestos Cement
36. W.B.M.	- Water Bound Macadam
37. B.T. Surface	- Black- topped Surface
38. B.M.	- Bench Mark
39. Wt.	- Weight
40. Drg. No.	- Drawing Number
41. Appx.	- Approximate
42. Max.	- Maximum
43. Min.	- Minimum
44. R.H.	- Rig Hour

**X. SCHEDULE OF QUANTITIES – Separate Sheet Enclosed**

Sl.No	Quantity	Description	Rate in Figures & Word	Per unit of Calculation	Remarks

**LIST OF DRAWINGS:**

Sl No	Drawings	Drawing No
1.	-	
2		

## AMENDMENT

### 1. Goods and Services Tax (As per Circular No:03/2017-2018) :

- a) As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply (where supply involves movement) and on or before the time when delivery is received by the recipient (where movement of goods is not involved).
- b) The law has laid down conditions to avail GST input tax credit on supply of goods or services. All of the following conditions need to be satisfied to avail GST Input credit:
  - The dealer should be in possession of Tax Invoice / Debit or Credit Note / Supplementary Invoice issued by a supplier registered under GST Act.
  - The said goods / services have been received.
  - Returns (GSTR-3) have been filed.
  - The tax charged has been paid to the Government by the supplier.
- c) As a service provider, contractors / professionals etc., shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and / or interest shall be applicable. If any of the contractors / professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with Interest and penalty as applicable under the GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid / payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security / security deposit.
- d) Similarly the claim of GST at a later stage i.e. in the next Financial Year shall not be admitted by Port as time limit has been fixed for availing tax credit.
- e) For any correction in Invoice claimed, it shall be through Debit note / Credit note / supplementary invoice only, as all the invoices are to be uploaded in the GSTN portal.

## **2. Acceptance of Bank Guarantee (As per Circular No:15/2019-20)**

As per the CVC Guidelines issued vide Circular No:04/03/2016 regarding the acceptance of Bank Guarantee, all the Bank Guarantee genuineness confirmation will be done by IT enable confirmation system which is swift and secured in addition to the existing paper based confirmation system.

In order to comply with the Government of India instructions, as well as CVC Guidelines hereafter for verifying genuineness of Bank Guarantees from the issuing bank through SFMS for inland BGs and Swift Mode for outside India Bank Guarantees issued, the concerned departments will get confirmation from Port Service Bank about veracity of the Bank Guarantee. The procedure for the same is elaborated as under:-

1. All the concerned department have to inform to BG applicant (vendors/users/BG providers, etc.) to furnish the Port's full Bank details, Bank Account Number, IFSC code with Address, Branch Code to the issuer of Bank Guarantee Via SFMS, while the bidders seek BG from any Bank.
2. In turn the Issuer Bank will transmit the Bank Guarantee via SFMS to the beneficiary Bank of the Port Digitally.
3. After successful creation of Bank Guarantee, the concerned Departments in turn shall take up the matter with beneficiary bank for further authenticity of BG mandatory, enabling port to get confirm the BG through Digital Mode by the beneficiary bank (that is port bank account).
4. Any BG received by the Port/submitted by the bidder without complying to the above such BG will be considered as not valid and shall not be considered for bid evaluation.
5. In turn Beneficiary Bank, (service bank) will confirm the veracity of the same to the respective department of the port.

“Bank Guarantee, obtained from the Nationalized/Scheduled bank in the format prescribed by the Port, Shall be in compliance with for a digital confirmation for the Bank Guarantee”.

**AMENDMENT FOR DELETION**

**THE FOLLOWING CLAUSES ARE DELETED:**

1. Bore Holes and Exploratory excavation Page:17 Clause 14.
2. Fossils Antiquity etc Page:20 Clause 25.
3. Waterborne Traffic Page:21 Clause 29(C).
4. Stores supplied by the Employers Page:22 Clause 32.
5. Contractor's Temporary moorings and payment of charges Page:23 Clause 35(a).
6. Use of Explosive Page:23 Clause 37.
7. Use of Asphalted Materials Page:23 & 24 Clause 38, 39 (a)1,2,3.
8. Condition for Cement and Bitumen Page:26 & 27 Clause 39 (b) 1 & 3.
9. Levels and Soundings and Charts Page:28 Clause 41.
10. Instructions for Tendering Page:44-47 Clause IV - Sl.No:2, 3, 8, 17 (vi to viii) & 27.
11. Special Condition Page:47 Clause (1) c.
12. Special Conditions for Road Roller Page:52 clause 13.
13. Seigniorage Charges Page:52 Clause 14.
14. Submission of Tender (Special Additional Conditions) Page:54-55.

NOTICE INVITING e-TENDER FOR THE WORK “Strengthening of bollard by using MS Plate and Supplying, fabricating and fixing of MS Manhole cover and ladders in VOC Wharf and Additional berth inside green gate”

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To

The Chief Engineer,  
V.O.Chidambaranar Port Authority,  
Tuticorin – 4.

Sir,

**Subject: Acceptance of Terms & Conditions of Tender for “Strengthening of bollard by using MS Plate and Supplying, fabricating and fixing of MS Manhole cover and ladders in VOC Wharf and Additional berth inside green gate” – Reg.**

**Tender Reference No:05CE/HMD/2024-25/D. 2945**

**Dated:15.10.2024**

1. I/ We have downloaded / obtained the tender document(s) for the above-mentioned Tender/Work from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby and agree the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Authority for the above subject work has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)