



**CHENNAI PORT TRUST**  
**No.1 Rajaji Salai**  
**Chennai - 600 001**

Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division.

**CIVIL ENGINEERING DEPARTMENT**

**NO. T / WMA3/19/2017/E**

**THROUGH e-PROCUREMENT MODE**

Due Date of online submission : 15.00 Hrs. on 25.04.2017

Due Date & Time of bid Opening : 12.00 Hrs. on 26.04.2017

**CHENNAI PORT TRUST**  
**CIVIL ENGINEERING DEPARTMENT**

Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit  
shed in Ex(C)B Division.

Tender No. T/WMA3/19/2017/ E

**THROUGH E-PROCUREMENT MODE**

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**WMA3/19/17/E**

**CHENNAI PORT TRUST**  
**CIVIL ENGINEERING DEPARTMENT**

**ONLINE BID REFERENCE**

Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division.

**THROUGH E-PROCUREMENT MODE**

PERIOD OF DOWNLOADING  
BIDDING DOCUMENT : FROM 05 /04/17 To 25/04/17

START DATE & TIME FOR  
ONLINE SUBMISSION OF BID : 12 /04/17 TIME 12.00 HOURS

LAST DATE & TIME FOR  
ONLINE SUBMISSION OF BID : 25/04/17 TIME 15.00 HOURS

TIME & DATE OF  
OPENING OF BID : 26/04/17 TIME 12.00 HOURS

PLACE OF OPENING  
OF TECHNICAL BID : CHENNAI PORT TRUST,  
III<sup>rd</sup> FLOOR, ADMINISTRATIVE  
BUILDING,  
No.1, RAJAJI SALAI,  
CHENNAI – 600 001.

**CHIEF ENGINEER**  
**CHENNAI PORT RUST**

## Notice Invitation Tender thro'e-portal mode



CHENNAI PORT TRUST  
CIVIL ENGINEERING DEPARTMENT

No.1 Rajaji Salai,  
Chennai - 600001

**Tenders are invited from e-portal the contractors who are satisfying the eligibility criteria for the work of "Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division" as per details furnished hereunder.**

Estimated Cost: **Rs.13,35,930/-**

EMD: **Rs.26,800/-**

**Completion period: 90 days**

Minimum Eligibility Criteria:

(i) Should have successfully completed similar works during last 7 years (as on 31.03.2017).

a) Three similar completed works each costing not less than 40% of the present estimated cost i.e. Rs.5.34 lakhs (or)

b) Two similar completed works each costing not less than 50% of the present estimated cost i.e. Rs.6.68 lakhs (or)

c) One similar completed work costing not less than 80% of the present estimated cost i.e. Rs.10.69 lakhs and

(ii) Average Annual turnover during the last 3 years (as on 31st March 2016) should be atleast 30% of the present estimated cost. i.e., 4.01 lakhs

Documentary proof such as work order and completion certificate for experience and audited balance sheet, profit & loss account statement for annual turnover for meeting all the eligibility criteria shall be uploaded with tender document through e-procurement portal. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with the above documents shall be through online. The bids of those firms who do not meet the eligibility criteria shall be treated as invalid and summarily be rejected.

Note: "Similar work" means "Any Civil Engineering works"

The complete tender document can be downloaded from Chennai Port Trust website: [www.chennaiport.gov.in](http://www.chennaiport.gov.in) under e-procurement portal. The cost of tender document is Rs.525/- (inclusive of VAT at 5%). The scanned copy of the DD instrument towards the cost of tender document and EMD drawn in favour of "The Chairman, Chennai Port Trust" shall be uploaded in the tender document- while submitting the tender electronically in the e-procurement Portal. The original demand draft should be reached Ch.P.T before opening the bid. Non submission of DD instrument in original to Ch.P.T may lead to disqualification of bids.

Note: The exemption certificate from NSIC/MSME is applicable for exemption from payment of EMD only and the tenderers are required to pay Rs.525/- towards cost of tender document failing which their tender will be rejected.

Down loading period of bid document : **05.04.2017 to 25.04.2017**

Start date & time for online bid submission : **12.04.2017 at 12.00 hrs**

Last date & time for online bid submission : **25.04..2017 at 15.00 hrs**

Date & Time of opening of bid : **26.04.2017 at 12.00 hrs**

For any further details, amendments or corrigendum etc., visit our web site [www.chennaiport.gov.in](http://www.chennaiport.gov.in) & <http://eprocure.gov.in>

T/WMA3/19 /2017/E

CHIEF ENGINEER

**CHENNAI PORT TRUST**  
**CIVIL ENGINEERING DEPARTMENT**

Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division.

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

**I Bidders to follow the following procedure to submit the bids online through the e-Procurement portal <http://eprocure.gov.in>.**

1. Bidder should do the registration in the tender site using the 'Click here to Enroll' option available.
2. Then the Digital signature of MTNL/SIFY/TCS/nCode/eMudhra or any Certifying Authority is to be registered after logging into the site.
3. Bidder can use 'My Space' area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
4. Bidder may read the tenders published in the Port web site and download the required documents/tender schedules for the interested tenders.
5. Bidder then logs into the site using the secured login by giving the user id/password chosen during registration and password of the DSC/e-token class-III.
6. Only one DSC/e-token class-III should be used for a bidder and should not be misused by others. If a bidder uses more than one DSC token, the bid would summarily rejected.
7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
8. If there are any clarifications, this may be clarified through online. Bidder should take into account of the Addendums published before submitting the bids through online.
9. Bidder must prepare the bid documents to be submitted in advance as indicated in the tender and it should be in required format. If there is more than one document, they can be clubbed together.
10. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document, latest by the date and time of bid submission.

11. Bidder selects the interested tender by using search option & then moves it to the 'My Favorites Folder'.
12. From the 'My Favorites Folder' he selects the tender to view all the details indicated.
13. The Bidder should reads the terms & conditions and accepts the same to proceed further to submit the bid.
14. The Bidder has to select the payment option as offline to pay the EMD and tender document cost as applicable.
15. The details of the DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.

15 (a).

EARNEST MONEY  
DEPOSIT

Rs.26,800/- (Rupees Twenty six thousand and eight hundred only)

MODE OF PAYMENT OF  
EMD

In the form of Demand Draft /pay order/from Nationalized Bank/Scheduled Bank drawn in favour of 'The Chairman, Chennai Port Trust' payable at Chennai – 600 001.

As per MSME Act, 2006 (or Erstwhile NSIC Registered parties), Central/State/PSUs will be exempted for submission of EMD, provided party is registered for the similar nature of works as in the tender. However, ChPT reserves the right for rejection of the tender if the certificate submitted by the tenderer is found unsatisfactory for exemption of EMD.

Bidder of this tender shall upload a scanned copy as proof of EMD instrument in the Tender Document while submitting the tender electronically in the e-procurement Portal. The original EMD instrument must reach the Chennai Port Trust, Chennai in corresponding address before opening of technical bid as per the date and time given in this tender. Mere uploading proof of EMD instrument in the portal and non-submission of the original EMD instrument at the address given before the technical bid opening date and time

will lead to technical disqualification of the bid by the bidder.

Original EMD instrument (DD/ pay order/ Copy of exemption certificate) should be sealed in an envelope and reached to IIIrd Floor, Administrative Building, Chennai Port Trust, No.1, Rajaji Salai, Chennai – 600 001. Clearly mention the Tender No., Subject of the Tender and Name of the Party on the Envelope on or before due date and time.

- 16 The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
- 17 The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.
  - 17.1 The item rate is to be indicated against each item of work/s.
  - 17.2 The rate will be applicable to the item against which the rate is quoted.
  - 17.3 The figures entered in the column notified as Rates will have automatic conversion to words in next column and thereafter the amount is calculated with multiplication of rate and quantity. This would be carried forward until end of BOQ and the total amount is calculated automatically and tenderer need not insert anything other than rate in figures and name of the firm.
  - 17.4 The tendering system will give a successful bid updation message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 18 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 19 The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 20 For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.

- 21 Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- 22 Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 23 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening, etc., in the e-procurement system. The bidder should follow this time during bid submission.
- 24 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- 25 The confidentiality of the bid is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done
- 26 Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 27 For any queries related to portal, the bidders are asked to contact by Mail [cppp.nic@nic.in](mailto:cppp.nic@nic.in) or by phone 1-800-233-7315 well in advance.
- 28 Tenderer is required to submit their tender through online in the form of Single Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.
- 29 Tender Document can be submitted online only in the designated e-procurement portal [eprocure.gov.in](http://eprocure.gov.in) on or before the due date and time. The time of opening of bid will be as notified in the NIT.
- 29.3 Tenderer should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General Conditions of Contract.



## **II. DETAILS: TECHNICAL BID**

**The following documents duly signed in all pages and uploaded by the tenderer thro' e -portal:-**

1. Scanned Copy of two demand drafts towards **EMD and Tender document Cost.**
2. Scanned copy of work order / agreement and completion certificate for similar works.
3. Scanned CA certified copy of Auditors balance sheet, Profit and Loss account Statement during last 3 years.
4. Technical Bid Document (Section I To V) with all amendments and clarification.

The original Demand Draft /pay order/towards EMD and Tender document cost must reach Chennai Port Trust in corresponding address before opening of Bid as per the date and time given in this tender.

### **DETAILS : PRICE SCHEDULE (BOQ)**

Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

## **III. EVALUATION PROCESS:**

- 1) A proposal shall be considered responsive if –
  - a. It is received by the proposed Due Date and Time.
  - b. It is Duly Signed.
  - c. It contains the information and documents as required in the Tender Document.
  - d. Contains EMD and cost of the tender document (wherever applicable).
  - e. It contains information in formats specified in the Tender Document.
  - f. It mentions the validity period as set out in the document.
  - g. It provides the information in reasonable detail. The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
  - h. There are no significant inconsistencies between the proposal and the supporting documents.
  - i. The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
  - j. A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which

affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.

k. The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.

l. The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.

**2)** Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable for the evaluation purpose, if necessary and EMD will be returned to the disqualified tenderers.

a. The cost of stamping Agreement must be borne by the successful Tenderer.

b. Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) near Anchor Gate Hospital or from the SE(MDO), 3<sup>rd</sup> Floor, Administrative Office Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001 to gain entry into the Trust's premises if necessary.

c. The **Fax/E-Mail offers will be treated as defective, invalid and rejected.** Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

**CHIEF ENGINEER  
CHENNAI PORT TRUST**

**CHENNAI PORT TRUST**  
**GENERAL CONDITIONS OF NOTICE INVITING TENDER**

**Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division.**

- 1.1 Online tenders through e-procurement mode are invited by Chennai Port Trust from reputed Contractors for executing the work of **“Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division” under single cover** system. The estimated cost put to Tender is **Rs.13,35,930/-**
- 1.2 The Tender document through **e-procurement mode** is open from . **05.04.2017 to 25.04.2017** can be downloaded from the Ch.P.T official website and through e-procurement portal link.
- 1.3 One set of tender document consists of (Section I to Section V) including drawings and Bill of Quantities.
- 1.4 The complete Tender document including drawing can be downloaded from Chennai Port Trust website: [www.chennaiport.gov.in](http://www.chennaiport.gov.in) and e-procurement portal link and submit as their offer on or before the due date and time of submission. They shall have to pay **Rs.525/- inclusive of VAT (Rupees Five Hundred and twenty five only)**, towards the cost of Tender Document in the form of DD / Pay Order instrument. The tenderer shall upload the scanned copy of the DD / Pay Order instrument towards the cost of Tender Document set as proof of payment while submitting the Tender electronically in the **e-procurement** Portal. The DD / Pay Order instrument in original shall be forwarded along with EMD to reach ChPT before the due date of bid opening. Mere uploading of proof of DD towards cost in the **e-procurement portal** and non submission in original to Ch.P.T may lead to disqualification of bids.
- 1.5 The Engineer may, at his discretion extend the deadline for submission of tenders by issuing an addendum in accordance with **Clause (10) of Section I** in which case all the rights and obligations of the Employer and the tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 1.6 The EMD of **Rs.26,800/- (Rupees Twenty six thousand and eight hundred only) as per Clause 16.1 of Section-I** shall be paid as described in the Tender Document. The tender offer shall have to be submitted by the Tenderer only through **e-procurement mode** as explained in the tender document.
  - 1.6.1 The EMD shall be submitted in the form of Demand Draft/ pay order/ from any Nationalized Bank/ Schedule bank drawn in favour of **‘The Chairman, Chennai Port Trust’** payable at Chennai-600 001.

- 1.6.2 The Tenderer who is exempted for payment of EMD from NSIC shall submit a copy of Exemption Certificate duly notarized and upload a scanned copy.
- 1.6.3 The proof of EMD shall be uploaded as a scanned copy of the instrument through **e-procurement mode** under the Tender Document – while submitting the Bid electronically in the e-procurement portal. The original EMD must reach Chennai Port Trust in corresponding address before opening the Bid as per the date and time given in this tender. Mere uploading of EMD document in the portal and non-submission of the original EMD at the address given below before the Bid opening date & time will lead to disqualification of the bid by the bidder:-

Chief Engineer,  
No.1, Rajaji salai,  
IIIrd Floor, Administrative building,  
Chennai Port Trust,  
Chennai – 600 001.

The original EMD instrument (Pay order /DD/Copy of Exemption Certificate should be sealed in an envelope) can also be dropped in the Tender Box kept at the above address.

- 1.6 The tender must be valid for a minimum of **120 days** from the last date of online submission of the same, otherwise the offer shall be rejected as non-responsive.
- 1.7 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in **Clause 4 of Section-I** (Instructions to Bidders).
- 1.8 The Employer/Board do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason there for.
- 1.9 The prospective Tenderer shall submit queries if any through e-tendering portal addressed to the Chief Engineer, Chennai Port Trust, Chennai in connection with this tender well in advance, so that the queries can be clarified. The bidders queries will be clarified through e-procurement portal.
- 1.10 The due date of online submission of offers will be **25.04.17 at 15.00 hrs**, unless otherwise notified. In the event of changes in the schedules, the Chief Engineer, Chennai Port Trust notifies the same only through [www.chennaiport.gov.in](http://www.chennaiport.gov.in) and e-procurement portal link.
- 1.11 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

**CHIEF ENGINEER**  
**CHENNAI PORT TRUST**

# CHENNAI PORT TRUST

## Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division

### SECTION- I

#### GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF THE TENDERERS

##### 1. Scope of Tender

1.1 The Board of Trustees, Port of Chennai, Chennai – 600 001, India (hereinafter referred to as the Employer), the ‘Employer’ a body corporate under Section (3) of the Major Port Trusts Act, 1963 acting through its Chairman, Dy.Chairman, Chief Engineer or any other Officer nominated by the Board invites tenders for the works related to the **“Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division”** as defined in the tender documents (hereinafter referred to as the ‘Works’).

1.2 The Contract period is **90 days** from the date of commencement of the work as detailed elsewhere in the contract.

##### 2. Source of Funds:

2.1 The Employer has arranged the funds from internal resources and will have sufficient funds in Indian Currency for execution of the works.

##### 3. Eligible Bidders

3.1 The tenders of those bidders who satisfy the eligibility criteria set forth in **Clause 4** only will be considered for ranking for awarding the contract.

3.2 Bidders shall not be entitled those involved the corrupt and fraudulent practices issued by the Employer in accordance with **Clause 35**.

##### 4. Eligibility Criteria

4.1 The tenders are invited under Single cover system from the bidders who fulfill the eligibility criteria furnished hereunder:

(i) Should have satisfactorily completed **“similar works”** of values listed

below during the last 7 years (as on 31.03.2017)

(a) Three similar completed works each costing not less than 40% of the present estimated cost ie., Rs. 5.34 lakhs (or)

- (b) Two similar completed works each costing not less than 50% of the present estimated cost ie., Rs.6.68 lakhs (or)
- (c) One similar completed work costing not less than 80% of the present estimated cost ie., Rs.10.69 lakhs and
- (ii) Average Annual turnover during the last 3 years (as on 31st March 2016) should be atleast 30% of the present estimated cost. ie., Rs.4.01 lakhs.

“Similar Work” means “Any Civil Engineering works”

Documentary proof such as work order and completion certificate for experience and audited balance sheet, profit & loss account statement for annual turnover for meeting all the eligibility criteria shall be uploaded with tender document through e-procurement portal. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with the above documents shall be through online. The bids of those firms who do not meet the eligibility criteria shall be treated as invalid and summarily be rejected.

- 4.2 The tenders of those bidders who satisfy the eligibility criteria set forth in the NIT and Tender Document only will be considered for ranking for awarding the contract.

To assist in the examination and comparison of the tenders, the Chief Engineer may, at his discretion, ask any bidder for clarification / shortfall of document for evaluation purpose, if necessary.

**5. One tender per Tenderer**

Each tenderer shall submit only one tender purchased in their name. The tenderer who submits more than one tender will be disqualified.

**6. Cost of Tendering**

The tenderer shall bear all costs associated with the preparation and submission of his tender and the Board will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## **7. Site Visit**

7.1 The tenderer is advised to inspect the site of the works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the tender and entering into a contract for the execution of the works. The costs of visiting the site shall be borne by the tenderer. Permission, if required, to visit the site will be given during the tender period on application to Chief Engineer, Chennai Port Trust.

Any further information may be obtained on application in writing to:

Chief Engineer,

Chennai Port Trust,

Rajaji Salai, Chennai – 600 001. INDIA.

Telephone : 044 – 25362201 Extn: 2645

Fax : 044 - 25360968

7.2 The tenderer and any of his personnel or agents will be granted permission by the Engineer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Engineer or his representatives from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

7.3 It is the responsibility of Tenderers to visit the site as set out in 7.1 above and obtain all information necessary for the purpose of preparing Tenders. Tenderers must inspect and fully satisfy themselves as to:

- The requirements and extent of the Works.
- The means of access to the Site

## **8. Content of Tender Documents**

8.1 The tender documents contain the schedules stated below, and should be read in conjunction with any Addenda / Amendments issued in accordance with **Clause 10**.

- i) Section I - General rules and directions for the Guidance of the tenderers
- ii) Form of tender
- iii) Contract Data
- iv) Memorandum
- v) Section II : General Description of work and other conditions
- vi) Section III : Specification of materials and works
- vii) Section IV : General conditions of contract
- viii) Form of Agreement
- ix) Section V : Part-I -Preamble to Bill of quantities  
Part II – Bill of quantities for the work of **“Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division”**.

8.2 The bidder is expected to examine carefully all instructions, conditions of contract, terms, technical specifications, bill of quantities, drawings, etc., in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder’s own risk. Pursuant to **Clause 26** hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

## **9. Clarification of Tender Documents**

9.1 A Prospective Tenderer requiring any clarification regarding the tender documents may notify the through e-procurement portal or E-mail **dycemdo@ yahoo.in** at the Chief Engineer’s address indicated in the Invitation of Tenders. The Engineer will respond to any request for clarification, which he receives 7 days prior to the deadline for submission of tenders. **Engineer’s response will be uploaded in e-portal as an amendment pursuant to proceeding Clause 10. It is to be noted that no queries / requisition, clarifications will be received after the period stipulated above.**



## **10. Amendment to Tender Documents**

- 10.1 Before the deadline for submission of bids, the Chief Engineer may modify the bidding documents by using addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be hosted in Ch.P.T web site and e-procurement portal. The amendment so issued will form part of the tender document and shall be binding upon the tenderers.

The responsibility of downloading such addendum/amendment from Ch.P.T website and e-procurement portal fully lies with the bidder

- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Chief Engineer shall extend as necessary the deadline for submission of bids, in accordance with **Sub-Clause 20.2** below.

## **11. Preparations and Submission of Bid**

- 11.1 Language of the Bid

All documents relating to the bid shall be in the English language

## **12. Documents Comprising the Tender**

- 12.1 **The tender document comprises the following:-**

- i) Technical Bid:

1. Scanned copy of two demand drafts towards **EMD** and **Tender Document Cost**.
2. Scanned copy of work order / agreement and completion certificate for similar works.
3. Scanned CA certified copy of Auditors balance sheet, Profit and Loss Account Statement during last 3 years.
4. Technical Qualification documents consists of (Section I to V) with all amendments and clarification along with Memorandum, Form of Agreement.

**The original Demand Draft / pay order towards EMD and Tender document cost must reach Chennai Port Trust in corresponding address before opening of the Bid as per the date and time given in this tender.**

- ii) Priced Bill of quantities duly filled.

## **13. Bid Prices**

- 13.1 The contract shall be for the whole works as described in **Sub-Clause 1.1**, based on the priced Bill of Quantities submitted through e-procurement portal by the Bidder.

13.2 The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through e-procurement portal .xle format. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

13.3 All duties, taxes, Contribution towards ESI and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

#### **14. Currencies of Bid and payment**

14.1 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

#### **15. Bid Validity:**

15.1 Bids shall remain valid for a period not less than **120 days** after the deadline date for bid submission specified in **Clause 20**. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if necessary.

#### **16 Earnest Money Deposit (EMD)**

16.1 The bidder shall have to pay the Earnest Money Deposit of **Rs.26,800/- (Rupees twenty six thousand and eight hundred only)**.

16.2 The EMD will be payable which shall be payable in the form of Demand Draft / Pay Order / from any Nationalised Bank / Scheduled Bank **in single instrument only** drawn in favour of Chairman, Chennai Port Trust, Chennai 600 001.

16.3 Exemption on payment of EMD

Small Scale Units registered with the National Small Industries Corporation Ltd., are exempted from payment of Earnest Money Deposit provided a Certificate from the Registering Authority is produced to substantiate their status as a Small Scale Unit currently registered with the National Small Industries Corporation Ltd.,

**However no exemption from payment of Security Deposit amount will be allowed in respect of Small Scale Units registered with National Small Industries Corporation Ltd.,**

16.4 To claim under Clause 18.3 above, the tenderer shall upload the scanned copy of NSIC registration Certificate while submitting the Tender electronically in the e-procurement portal. The original certificate shall be forwarded to reach ChPT before the due date of bid opening. Mere uploading of proof of certificate and non submission in original to ChPT may lead to disqualification of bids along with are required to uploaded the copy of instrument of along with tender document. The exemption certificate from NSIC/MSME/ any other organizations is eligible for exemption of EMD only.

**17.** Alternative Proposals by Bidders:  
Not applicable.

**18. Format and signing of Bid**

18.1 The Bid shall be in online mode

18.2 The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer.

**19. Sealing and Marking of Bids**

Not Applicable

**20 Deadline for online Submission of Bids**

20.1 The completed tender document including quoted price bid shall be submitted in the electronic form by **15.00 Hrs. on 25.04.17** only through e-procurement portal.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause 10**, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

20.3 Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal only. Any indication of 'Quoted price' in the online bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference

purpose. The bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

## **21 Late Bids**

21.1 The tenderer should ensure that their tender is received online at Ch.P.T before the deadline prescribed in preceding **Clause**.

21.2 The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The bidders should adhere to this time during bid submission.

## **22 Modification By Withdrawal and Resubmission of Bids**

22.1 Bidders may modify the offers by withdrawing their already freezed bids in online only through e-procurement portal (after submission of bid) and resubmit/ upload the revised offer before the deadline prescribed in **Clause 20**.

22.2 No bid shall be withdrawn and resubmitted through e-procurement portal by the bidder after the deadline for submission of bids.

22.3 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in **Clause 15.1** above or as extended pursuant to **Clause 15.2** may result in the forfeiture of the Bid Security pursuant to **Clause 16**.

22.4 Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through e-procurement portal before the deadline of bid submission.

## **23 Bid Opening**

23.1 On the due date and time as specified in **Clause 20**, the Employer will open bids of all bids received online (except those received late) including resubmitted pursuant to **clause 22** in presence of the Bidders or their representatives who choose to attend.

23.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and

there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

**24. Process to be confidential**

Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of contract shall not be disclosed to tenderers or any other persons not officially concerned with such process, until the award to the successful tenderer has been announced.

**25 Clarification of Bids**

25.1 To assist in the examination and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification may be made thro' e-portal and the response shall be in e-mode or writing or by cable,

25.2 Subject to **Sub-clause 23.1**, no Bidder shall contact the Employer on any matter relating to his bid from the time of the online bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Chief Engineer, he should do so in online mode /writing only.

25.3 Any effort by the Bidder to influence the Chief Engineer's bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid.

**26. Examination and Determination of Responsiveness of Bid**

26.1 While evaluation of the Bids, the Employer will determine whether each the bid (a) meets the eligibility criteria defined in **clause 4** has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the bidder to settlement of disputes clause; (c) is accompanied by the required Bid Security and cost of tender document; (d) is responsive to requirements of the bidding documents.

26.2 A substantially responsive of the bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without materials deviation or reservation. A materials deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly

the competitive position of other Bidders presenting responsive Bids.

- 26.3 If a Bid is not substantially responsive to the tender conditions, those bids have been determined to be non- responsive.

**27. Correction of Errors (in Bill of Quantities)  
Not applicable for online tenders.**

**28. Evaluation and Comparison of Bids**

- 28.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with **Clause 26**.

**Award of Contract**

**29. Award Criteria**

- 29.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be **(a)** eligible in accordance with the provisions of **Clause 3**, and **(b)** qualified in accordance with the provisions of **Clause 4**. The second bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

**30. Engineer's right to accept any tender and to reject any or all tenders**

Notwithstanding **Clause 31**, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder of the grounds for the Employer's action.

**31 Contract Agreement**

The tenderer 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 Employer and the contractor. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the contractor. Until such contract agreement is executed, this tender together with the written acceptance shall form a binding contract between the Port and the Contractor and shall be the contract. The agreement shall be executed only after the remittance of security deposit.

- 31.1 The cost of stamping the agreement must be borne by the successful tenderer.

## **32 Security Deposit**

The person whose tender or any portion of whose tender is accepted must within 10 days of receipt of notice of such acceptance or within such extended time as may be allowed by the Engineer at his discretion deposit to the extent of 5% of the value of the accepted tender towards security for the due fulfillment of the conditions of the contract after which an agreement in the form hereto annexed will be executed.

The tenderer shall pay the Security Deposit up to Rs.5.00 lakhs in the form of Demand Draft/ Bankers Cheque payable at Chennai drawn on any Scheduled Bank and in the event the Security Deposit amount exceeds Rs.5.00 lakhs, the total amount or the amount in excess of Rs.5.00 lakhs may be deposited in the form of Bank Guarantee issued by any Scheduled Bank enforceable and encashable at Chennai. No interest will be allowed on cash deposit.

Further, the Bank Guarantee shall be submitted by the issuing Bank to Chennai Port Trust directly under Registered Post (AD). In exceptional case, where the Bank Guarantee is received through the contractor, the issuing branch shall send an unstamped duplicate copy of the Bank Guarantee directly to Chennai Port Trust. The contractor shall bring this procedure to the notice of issuing Bank.

The Security Deposit shall remain valid till the satisfactory completion of the defects liability period pursuant to **Clause 22 of Section II.**

## **33 Advance Payment**

- 33.1 No advance payment on the contract price will be made under this contract.

## **34. Refund of EMD**

- 34.1 When the contract finalized for the subject work, EMD will be refunded to all other tenderers except successful tenderer at the earliest. After finalization of tender, the EMD will be refunded except the successful tenderer, on submission of requisition made by the tenderers.
- 34.2 The EMD of the successful tenderer will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful tenderer shall when his tender is accepted, furnish security as specified in the **clause 32 of this Section** after giving credit to the amount deposited by him as earnest money. The earnest money shall retain its character, as such, till the successful tenderer furnishes the security deposit. To claim exemption from payment of SD, the waiver of SD to the prescribed limit will be

applicable with respect to the monetary limit furnished in NSIC certificate.

- 34.3 Where a person whose tender has been received on behalf of the Board intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Port (or) fail to furnish the security deposit within the prescribed time, the Port shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.
- 34.4 The cost of stamping the agreement must be borne by the successful tenderer.
- 34.5 The Engineer does not bind himself to recommend the acceptance of the lowest or any tender or to assign any reason for non-acceptance and reserves to himself the right to divide the contract between two or more tenderers.

### **35 Corrupt or Fraudulent Practices:**

The Employer requires that Bidders/ Suppliers/ Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- (a) defines, for the purpose of these provisions, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - (b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - (c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 36** The Engineer does not bind himself to recommend the acceptance of the lowest or any tender or to assign any reason for non-acceptance and reserves to himself the right to divide the contract between two or more tenderers



- 37.** The tenderer should submit along with his tender the latest Income Tax Clearance Certificate from the Income Tax Authorities concerned and also quote his Permanent Income Tax Account No. in his tender.
- 38.** Only such vehicles as are licensed by the Board will be permitted to enter into the Harbour premises.

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## FORM OF TENDER

**NOTE:** *This Memorandum forms part of the Tender and this should be duly filled in, signed & sealed and enclosed along with the Tender.*

To

The Chief Engineer,  
Chennai Port Trust,  
Chennai – 600 001.  
Tamil Nadu, INDIA.

Sir,

Being duly authorised to represent and act on behalf ..... of hereinafter called “the tenderer” and having visited the site and examined the Drawings, Conditions of Contract, Specifications, Schedules and Bill of Quantities for the work of **“Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division”** and

- (a) We offer to execute the work in conformity with the said drawings and Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of Rs..... (Rupees .....**(Rate shall be filled in)**).
2. We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
3. If our Tender is accepted we will furnish a Security Deposit within 10 days of receipt of work order, in the form of Demand Draft / Bankers Cheque payable at Chennai drawn on any Scheduled Bank as Security for the due performance of the Contract in accordance with **Clause 32 of Section I.**
4. We agree to abide by this Tender for the period of **120 days** from the date fixed for receiving the same or such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of **120 days**

or such extended period as mutually agreed upon the Port shall be at liberty to forfeit the Earnest Money deposited by us.

5. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
6. (i) We understand that the Chennai Port Trust reserves the right to,
  - a) Amend the scope of tender and value of contract under this work;
  - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
  - c) Agree or reject our alternative proposal without assisting any reasons.
6. (ii) We agree that the Chennai Port will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
7. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
  - a. We have furnished Earnest Money in the form of Pay Order / Demand Draft issued by ..... payable at Chennai in favour of the Chairman, Chennai Port Trust, Chennai – 600 001 for the amount of **Rs.26,800/- (Rupees twenty six thousand and eight hundred only)**. If our Tender is not accepted, the Earnest Money shall be returned to us on our application within period as specified in the tender for the return of such EMD amount. If our Tender is accepted the Earnest Money shall be adjusted against the Security Deposit at 5% of the Contract Value, or refunded on production of a Guarantee as contemplated in the relevant Clause for an amount equivalent to 5% of the Contract Value, with good and sufficient sureties as may be required for the faithful performance and proper fulfillment of the Contract and execute the Contract Agreement as required by the terms of this Tender.
9. We agree that in addition to the Security Deposit in any one of the forms described in **Clause - 32 of Section I** with good and sufficient

sureties furnished by us for the faithful performance and proper fulfillment of the Contract, we shall permit the port at the time of making any payment to us for work done under the Contract to deduct at the rate of 5% of the total value of the Interim or running bill from each Interim or running bill towards Retention Money.

10. We agree to execute all the works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.

SIGNATURE.....

FOR AND ON BEHALF OF .....

.....

DATE .....

**Witnesses:**

1. Signature :  
Name :  
Address :

2. Signature :  
Name :  
Address :

**CHENNAI PORT TRUST**

**Tender for Replacing the damaged AC sheet roofing at JD- I, III & V  
transit shed in Ex(C)B Division  
CONTRACT DATA**

1.	Amount of Security Deposit.	32/Section I	5% of the contract price
2.	Date of commencement of work	25/Section II	Date on which the contractor takes over site or the tenth day of the intimation of the acceptance of the tender whichever is earlier.
3.	Period of completion	25/Section II	<b>90 (Ninety) days</b> from the date of commencement of work.
4.	Retention Money	38/Section II	Retention Money at 5% will be deducted from each running bill
5.	Advances	34 /Section II	No advance is envisaged in this contract.
6.	Liquidated damages	34/Section IV	½% (half percent) per week or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract
7.	Escalation	39/Section II	The Quoted rates shall be firm throughout the tenure of the contract. No escalation is payable.

SIGNATURE .....

FOR AND ON BEHALF OF .....

.....

DATE .....

## **CHENNAI PORT TRUST**

### **MEMORANDUM**

We hereby tender for the execution for Chennai Port Trust 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, levels and instructions in writing referred to in the Clauses of Conditions of the contract and with such materials as are provided for and in all respects in accordance with such conditions / instructions to tenderers so far as possible

#### **I. Memorandum**

- 1. General Description:** “Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division”
- 2. Estimated Cost:** Rs.13,35,930/-
- 3. Earnest Money:** Rs. 26,800/-
- 4. Security Deposit:** 5% of the accepted tender value in the form as specified in **Clause – 32 of Section I.**
- 5. Retention Money:** 5 % of value of Interim Bill recoverable from each interim payment as per **Clause 38 of Section II.**
- 6. Period of Completion:** **90 (days)** from the date of commencement of work.
- 7. Delay in commencement of work and forfeiture of Earnest Money Deposit:** a. should this tender be accepted in whole or in Part, I / we hereby agree: (i) to abide by and fulfill 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, Chennai Port Trust or his successors in office, the sum of money mentioned in the conditions. A sum of

Rs.26,800/- is hereby forwarded in Demand Draft / Pay Order as Earnest Money. If I / we fail to commence the work specified in the above memorandum, I / we agree that the said Chairman, Chennai Port Trust or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards security deposit mentioned against **Clause 4** of the above mentioned memorandum.

- b) To execute all the works referred to therein the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered.

SIGNATURE .....

FOR AND ON BEHALF OF .....

.....

DATE.....

## CHENNAI PORT TRUST

### Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division

#### SECTION - II

##### Part – I GENERAL DESCRIPTION OF WORK AND OTHER CONDITIONS: -

- 1.1 The works covered under this tender is for carrying out “**Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division**” The details regarding the location, etc are all shown in the drawing enclosed under Schedule of Drawings. The main items of works covered in this tender are as follows:
1. Dismantling and removing of existing damaged AC sheet
  2. Supplying, transporting and fixing of new AC sheet roof.
  3. Supplying, transporting and fixing of new Ridging AC sheet.
  4. Providing Brick work in CM 1:5 for walls JD-I, III & V Transit shed.
  5. Patch plastering in CM 1:5, 12mm thick damaged wall surfaces JD- I, III & V transit shed.
- 1.2 The tenderers shall note that the entire work covered under this tender is a time-bound work and shall be completed within **90 days** from the date of commencement as reckoned under Clause 25 of this section II with the offer; the tenderer should submit a bar chart indicating their programme of work. On award of contract, the contractor shall, within 15 days after the date of the Letter of Acceptance – Work order, submit to the Engineer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the works. The contractor shall whenever required by the Engineer, also provide in writing for his information a detailed description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.
- 1.3 If at any time it should appear to the Engineer’s representative that the actual progress of the works does not conform to the programme to which consent has been given the contractor shall produce, at the request of the Engineer’s representative, a revised programme showing



the modifications to such programme necessary to ensure completion of the works within the time for completion.

- 1.4** The contractor shall submit to the Engineer within 15 days after the date of Letter of Acceptance and in any case prior to the commencement of the work, detailed programme schedule and bar chart which shall be based on this preliminary programme submitted with the tender and as approved by the Engineer, showing the earliest and latest dates of commencement and completion of various activities of the work and also anticipated dates for completion of different sections of the work. The detailed programme schedule and bar chart shall be updated by the contractor if necessary.
- 1.5 The contractor shall submit to the Engineer on the first day of each week or such longer period as the Engineer may from time to time direct, a progress report in an approved form shown up-to-date total progress, progress achieved against planned progress, during the previous week and progress forecast for the following week for all important items in each section or portion of the works, in relation with the approved bar chart.
- 1.6 The contractor shall, within 15 days after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the contractor will be entitled under the contract and the contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

The submission to and consent by the Engineer of such programme or the provision of such general descriptions or cash flow estimates shall not relieve the contractor of any of his duties or responsibilities under the contract.
2. Road access to the site is available. In addition a limited space without affecting the day to day activities of the near by area will be made available to the contractor. No rental charges will be levied for the working area spared to the contractor during the tenure of the contract

including extended period, if any granted. The Engineer may at his discretion allot additional working area anywhere inside the harbour premises subject to availability, if required by the contractor, free of rental charges based on the requirements of work. During the contract period, necessary safety measures have to be taken for the men working at site. However the contractor shall at their cost arrange for the transportation of men and materials to the site of work. The area occupied by the contractor beyond the time limit specified shall be charged as per the Trust's scale of rates.

3. The tenderer shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the work, the stacking and movement of the traffic, the quantities of 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 to any wrong assumptions / assessment by the tenderer or otherwise shall be allowed. The tenderer shall take into account all these aspects before quoting their rates and shall not hold the Board responsible for any details that might have been omitted to be mentioned in the tender schedule which may affect the pricing of the tender and any claim by the tenderer on this account will not be entertained by the Board. In case any additional investigations are required to be done at site by the tenderer, he may do so at his own cost with the prior approval of the Engineer.
4. The contractor is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and of the 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 insofar as they are otherwise provided in the contract, cover all his obligations under the contract apart from all matters and things necessary for the proper completion and maintenance of the work. The

rate quoted shall be inclusive of all taxes, **(excluding service tax)**, levies, duties, cost of insurance etc. apart from the cost of materials to be procured by the contractor and also labour tools, plants, fuel, consumables, etc.

- 5 **In case Service Tax is payable by the contractor, the amount of Service Tax will be borne by the Port Trust as per applicable law.**
- 6 Value Added Tax (VAT) on works contract at the rate declared by the State Government then and there shall be recovered from the Running Works Bills and remitted to Government of Tamil Nadu in line with the Section 6 of the Tamil Nadu Value Added Tax Act 2006 and as per Tamil Nadu Government Gazette Extraordinary dated 15.12.2006 and 'TDS' shall be issued to the contractor. The present rate of Value Added Tax (VAT) on works contract is 2%.
7. The description of the item of work given in the schedule of quantities should be read along with the specifications, drawings and the conditions of contract.
8. It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice otherwise) according to the drawing or as may be directed from time to time by the Engineer or his representative and that the value of the work done will be calculated by the measurement of various items at the respective rates without additional charges for any necessary incidental or contingent work connected therewith as detailed in specifications and conditions of contract.
9. The quantities given under the Bill of Quantities are those upon which the approximate estimated cost of work are based but they are subject to alterations, omissions, deduction and additions and not necessarily show the actual quantities of work to be done and can be increased or decreased at the discretion of the Engineer. However, the consequent variation in the total contract value will be limited to 20% under normal circumstances. The rates quoted shall be firm for such variation. In case the variation results in the total contract value

exceeding the prescribed percentage, the revision of rates, if any, shall be applicable only for that portion of contract carried out in excess of the permissible percentage.

- 10.** The work has to be carried in Ex(C)B division. Depending upon the date of handing over the building to the contractor or delay due to port activities, the Engineer at his discretion may grant extension of time, as he considers reasonable for the proper completion of work. The tenderer has to taken into account all the delays due to this kind of port activities. The grant of such extension of time however will not bestow on the contractor any right to claim compensation / extra payment for idling of plant, labour and overhead loss etc., even at a future date for any reasons whatsoever. No claim towards idle time charges will be entertained by the Trust for any reasons whatsoever.
- 11.1 pipes, cables, overhead wires and similar services encountered in the course of the work shall be guarded from injury by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Engineer or his representative thereof and the contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 11.2 Should any damage be done by the contractor to any pipes, cables or lines whether or not shown in the drawing, the contractor must make good or bear the cost of making good the same without delay, to the satisfaction of the Engineer or his representative.
- 12 The Board shall not be held liable for any damages or compensation payable under the law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor or any sub- contractor and the contractor shall indemnify and keep indemnified the Board against all such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.

13. Care of works:

From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and in case any damage, loss or injury shall happen to the works or to any part thereof from any cause whatsoever (save and except the excepted Risks as defined in Clause 14 thereof) 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 contractor shall if and of the extent required by the Engineer and subject always to the provisions of Clause 23 "Special Risks" hereof 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 operation carried out by him for the purpose of complying with his obligations under Clause 21 & 22.

However, if

- a) If the Engineer issues a Taking-Over Certificate for any Section or part of the works the Contractor shall cease to be liable for the care of that section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that section or part shall pass to the Engineer, and
- b) The Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to Clause – 22.

14. Excepted risks:

These are risks due to riots (otherwise than among contractor's employees and civil commotion insofar 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, damage from

aircraft, 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 caused solely due to use or occupation by the 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.

15. Insurance of works, etc.,

Without limiting his obligation and responsibilities under Clause 13 - 'Care of works' and Clause 14 - 'Excepted Risks' hereof, the contractors shall insure in the joint names of the Employer and the 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 are covered during the period of construction or the works are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of 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 21 & 22.

- i. The works to the full value of such works executed from time to time.
- ii. The materials, constructional plant and other things brought on to the site by the contractor to the full values of such materials, constructional plant and other things.
- iii. 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. The contractor shall whenever required, produce to the Engineer or 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 with the materials or workmanship not in accordance with the requirements of the contract.

16. Urgent works and / or 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 the works or during the period of maintenance and remedial or other work, repairs shall in the opinion of the Engineer or the Engineer's representative be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair, then the Employer may by his own or other workmen do such work or repair as the Engineer or the Engineer's Representative may consider 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 expense under the contract, all costs and charges properly incurred by the Employer in 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 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 thereof in writing.

17 Third Party Insurance:

Before commencing the execution of the works, the contractor but without limiting his obligation and responsibilities under Clause 19.2 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 employee) if 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 in the provision to Clause 19.1.

18 Minimum amount of the 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 or the Engineer's representative, the policy or policies of insurance and the receipts for payment of the current premiums.

19.1 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 accident or injury to any workmen or other person in the employment of the 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 there of or in relation thereto.

19.2 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 person or any property whatsoever (other than surface or other damage to land being or crop being on the site suffered by tenants or occupiers) which may arise out 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 the land by the works or any part thereof or (save as hereinafter 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 by the Employer his agents, servants or other contractors (not being employed by the contractor) or for in respect of 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 in the drawings.

19.3 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 person or employed by him on the 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 or any persons employed by any subcontractor, 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 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 policy of insurance and the receipt for payment of the current premium.

20. Remedy of Contractor's failure to insure:

If the contractor shall fail to effect and keep in force the insurance referred to the Clauses 17, 18, 19.1, 19.2, & 19.3 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 premium 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 moneys due or which may become due to the contractor or recover the same as a debt due from the contractor. At the rate of 3% above the prevailing Bank rate of 11% or as announced by the Reserve Bank of India from time to time under section 49 of Reserve Bank of India Act, 1934.

21. Compliance with Rules and Regulations:

The contractor shall at all times during the currency of the contract conform to and comply with the regulations and by-laws of the State or 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 Acts, the Indian Electricity Act and Rules framed under it, Workmen's Compensation Act, Provident Fund Regulation Act, Employees Provident Act, 1961 and Schemes made under the said act, Health and Sanitary arrangements for worker and safety code and the Contract (Regulation and Abolition) Central Rules 1971 etc. for welfare and protection of 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 referred to in the above para and in case of any contravention of the

provision of the Acts, Rules and Regulations etc. the contractor shall keep the Board indemnified against any loss, cost and damages in the event of any action being taken for contravention.

22. Defects liability:

22.1 Defects Liability Period

The contractor shall be responsible to make good and remedy at his own expense within the period as may be stipulated by the Engineer-in-charge, any defects 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.

22.2 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 incidentals thereto 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.

22.3 Cost of Remedying Defects:

During the course of the execution of the contract, if the contractor causes any damage to the Employer's properties, the same shall be rectified by the Contractor at his own cost to the satisfaction of the Engineer within a reasonable time as specified by the Engineer.

22.4 Contractor's failure to carry out the rectification of damages caused to the Employer's property

In case of default on the part of the Contractor in carrying out such rectification of damages to the Employer's properties within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such Work is Work which, in the opinion of the Engineer, the Contractor was liable to do at his

own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Engineer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly.

23. Special Risks:

No Liability for war, Risks, etc., notwithstanding anything contained in the contract

23.1 The contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works (Save any work condemned under the provisions of clauses, "Removal of improper works and material" and default of contractor in compliance with that hereof prior to the occurrence of any special Risks hereinafter mentioned) or temporary works or 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 (hereinafter comprehensively referred to as "the said special risks").

23.2 Projectile, missile etc:

Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine, bomb-shell, grenades or other projectile, Missile, ammunition or explosive of war shall be deemed to be a consequence of the said Special Risks.

23.3 Increased costs arising from special Risks:

The Employer shall reimburse to the contractor any increased cost 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 thereof prior to the occurrence of any special risks) which is howsoever attributable to or consequent on or the result of or in any way whatsoever connected with Special Risks (subject however to the provisions of this clause hereinafter contained in regard to outbreak of war) but the contractor shall as soon as such increase of cost shall come to his knowledge forthwith notify the Engineer thereof in writing.

23.4 Outbreak of war:

If during the currency of the contract, there is an outbreak of war (whether war is declared or not) in any part of the world 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 contained in this clause, 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, this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

23.5 Payment if contract terminated:

If the contract shall be terminated, the contractor shall be paid by the Employer (insofar as such amounts or items shall not have already been covered by payments on account made to the contractor) for all works executed prior to the date of termination at the rates and prices provided in the contract and in addition.

- i. The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the Engineer of any such items the work or service comprised in which has been partially carried out or performed.
- ii. The cost of materials or goods reasonably ordered for the works or temporary works which have been delivered to the contractor

- iii. or of which the contractor is legally liable to accept delivery (such materials or goods becomes the property of the Employer upon such payment being made by him).
- iv. 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 insofar as such expenditure shall not have been covered by the payments in this clause before mentioned.
- v. Any additional sum payable under the provisions of Clause 23.3.
- vi. The reasonable cost of removal under this clause and (if required by the contractor) return thereof to the contractor's main plant yard in his country of registration or to any other destination at no greater cost.
- vii. The reasonable cost of repatriation of all contractors' staff 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 be credited with any outstanding balance due from the contractor in respect of the execution of the works.

- 24 In case if any materials are rejected, rejected goods or materials shall be removed by and at the expense of the contractor after notice shall have been given of the rejection. If not so taken away within the time limit prescribed by the Engineer, the Engineer may cause the goods or materials to be removed and charge the contractor with all the expenses incurred in such removal.

**25 Date of commencement and completion of work:**

The work shall be taken to have been commenced from the date on which the contractor takes over the site or the tenth day of the intimation of the acceptance of the tender whichever is earlier and the contractor shall complete the works within **90 days** from this date.

## **26 Taking-Over Certificate:**

**26.1** When the whole of the Works have been fully completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer. Such notice shall be deemed to be a request by the contractor for the Engineer to issue a Taking-Over Certificate in respect of works. The Engineer shall within 30 days from the date of delivery of such notice either issue to the Contractor a Taking over Certificate or give instruction in writing to the Contractor specifying all the works, which in the Engineer's opinion is required to be done by the contractor before the issue of such certificate. The Contractor shall be entitled to receive such Taking-Over Certificate within 30 days of completion, to the satisfaction of the Engineer, of the works so specified and remedying any defect so notified.

### **26.2 Taking-Over of Sections or parts**

Similarly, in accordance with the procedure set out in Clause 26, the Contractor may request and the Engineer can consider taking-over in respect of any part of the work, which has been completed to the satisfaction of the Engineer.

The period of warranty / maintenance shall commence from the date of such taking over certificate.

## **26 Release of Security Deposit:**

The amount deposited by the Contractor, as Security Deposit under this Agreement will be refunded to the Contractor only after satisfactory completion of the Defects liability period specified in Clause 22. If during this Warranty / 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 Contractor failing to do this within the notice period, 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.

**27 Free supply of materials:**

No materials will be supplied free by the Trust and it is the responsibility of the contractor to procure and supply all the materials required for the work at their cost.

**28 SERVICE AVAILABLE AT COST:**

**29.1. Supply of water for the works:**

The contractor will be provided with one point subject to availability for the supply of water near the site of work. He should make his own arrangements for tapping, storing and lifting, if any, including laying pipeline from the point so provided. The cost of water supplied to the contractor plus meter hire charges will be recovered at the rates prevailing from time to time (the present charges for water supplied to the contractor is Rs.100/- per 1000 litres and meter hire charge is Rs.1/- per month) and the water supply is subject to cuts and other restrictions that may become necessary from time to time. The water supply is also subject to departmental rules and regulations as regards shutdowns for repairs and overhauls. The contractor shall not claim damages for stopping water supply for any reason whatsoever. In case the department is unable to supply water due to any reason, the contractor should not sink any well in the site. The contractor shall make his own arrangements to get usable water at his own cost from out side.

**29.2 Electricity Supply for Works::**

Not required for this work

**30. Cement :**

The contractor at his own cost shall bring the cement required for the work. For further details **clause 2 of part II of the Section III** shall be referred.



**31. Steel:**

**Not required for this work**

**32 Supply of Drinking Water:**

The contractor has to make his own arrangements and no drinking water will be supplied by the Trust either free or at cost.

**33. Water and Fuel for plants and Machinery:**

The contractor shall make his own arrangements for the supply of water, fuel, etc., at his own cost for the plants and machinery etc.

**34. Advances:**

No advance is envisaged in the contract.

**35. Financial Background:**

The work covered under this contract is a time bound work and the work will have to be completed within the stipulated period. The contractor shall be financially sound so as to ensure sufficient cash flow for the monthly work.

**36.1 Mode of measurements**

- (a) The measurements shall be recorded and entered in computerized format in the first instance by the contractor and a hard copy (draft) shall be submitted to the Department then and there.
- (b) The format for Computerized Measurement Book (CMB) shall be downloaded from ChPT website: [http:// www.chennaiportgov.in](http://www.chennaiportgov.in).
- (c) These measurements shall then be checked by the department. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional Measurement books now in use, and with its pages machine numbered.
- (d) The Computerized Measurements Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing.

- (e) The Computerized Measurement Book shall be allotted a serial number by the department.
- (f) In case of any error, the Computerized Measurement Book shall be cancelled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerized bill is submitted to the Division for payment.
- (g) The contractor shall submit a minimum of 3 copies of each Computerized Measurement Books for the purpose of reference and record in the various offices of the department.

**36.2 Bill Submission:-**

- (a) Bills shall be prepared and submitted by the contractor in the Trust computerized format, which can be downloaded from ChPT website: [http:// www.chennaiportgov.in](http://www.chennaiportgov.in) with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure.
- (b) The contractor shall submit a minimum of 3 copies of the computerized bills as may be required for the purpose of reference and record in the various offices of the department.
- (c) The bill shall be carried forward from the pervious running account Bill as per the existing procedure.

**37. Retention Money:**

Retention Money at 5% will be deducted from each running bill subject to a maximum accumulation of 3% of the contract price Half of the above sum will be refunded to the Contractor, if he so desires on issuance of the taking over certificate for whole of the work and the balance being held in deposit as security for satisfactorily maintaining the works free from defects for a period of 12 months, pursuant to clause 22 of this section. Notwithstanding the provisions contained in clause 22 and 27 of this section, if during this period of 12 months, any defects are notified 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 the contractor's cost, such repairs as the Engineer considers necessary or in the event of contractor failing to do this within the 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

**38. ESCALATION**

The quoted rates shall be firm throughout the tenure of the contract. No escalation is payable over and above the rates quoted by the contractor for any reasons whatsoever.

**39. ECS Payment :**

The tenderers are advised that all payments related to this subject work would be made through ECS ( Electronic Clearing Service) .The tenderer would be required to provide particulars of their bank account along with their bid. The payment will be made through ECS only.

The tenderers to submit the following in their letterhead for ECS procedure. Name of the bank branch with address, MICR NO. Account No. type of account to be duly endorsed by the Bank Branch Manager.

Particulars of the bank A/C

1. Name of the Bank , Branch and full postal address.
2. Account Number
3. MICR Number.
4. Type of Account
5. IFSC Number
6. CST/VAT Number
7. Copy of Pan Card
8. TIN Number
9. Service Tax Regn. No
10. ESI Regn.No

**40. ASSISTANCE FOR ENGINEER**

The contractor shall provide the Engineer at all times during the contract period sufficient and qualified personnel to assist the Engineer in this duties to carry out or check any work and / or measurement of works.

#### **41.1 SAFETY OF ADJACENT STRUCTURES OF WORKS**

In pursuance of the conditions of contract the contractor or his representative shall provide and erect to the approval of the Engineer such supports as may be required to protect efficiently all structures or works in the vicinity of working area or otherwise take such permanent measures to protect the structures or works. Any damage to the structures, shall be made good by the contractor without delay as directed by the Engineer at his cost.

#### **41.2 UNAUTHORIZED PERSONS**

No unauthorized persons are being allowed on the site. The contractor shall take steps to prevent trespass and prevent unauthorized persons from entering and / or being on the site. All the personnel will be required to wear their security passes as per requirements of local / port authorities. Access shall be limited to the area they are working in and allowed by local / port authorities. Such passes shall be arranged sufficiently in advance both for men as well as vehicles and shall be renewed as and when required. Non-availability of passes or personnel to carry out the job within the stipulated time period shall not be considered as a plea for extension of time or extra cost.

#### **41.3 FIRST AID FACILITIES**

The contractor shall provide and maintain upon the work sufficient proper and efficient life saving appliances and first aid equipment to the approval of the Engineer and in accordance with the requirements of International Labour Organization (I.L.O.) Convention No.62. The appliances and equipment shall be available for use at all times. . Contractor shall indemnify the Port from the cases booked by the Labour Enforcement Officer (L.E.O.) for his negligence.

#### **41.4 SITE REGISTER.**

For the purpose of quick communication between the Engineer and the contractor, site register shall be maintained at site in the manner as described below:

Any communication, relating to the works may be conveyed through records in the Site Books, such as communication from one party to the other shall be deemed to have been adequately served in terms of Clause – 51 of the General Conditions of Contract. Each Site register shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be kept in the office of the Engineer. Any instruction or order which the Engineer may like to issue to the contractor may be recorded by him in the Site Book and two copies thereof taken by him for his record.

#### **41.5 CONSTRUCTION RECORDS**

The contractor shall keep and supply to Engineer full and accurate records of the dimensions and positions of all new work and any other information necessary for the Engineer to be able to prepare completion drawings, recording details of the work as constructed.

#### **41.6 TEMPORARY FENCING**

The contractor shall provide and maintain temporary fencing both fixed and movable type and gates to adequately enclose all boundaries of the site office, site stores etc., including all costs incurred for the security and in accordance with the requirements of the Engineer and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion, all expenses in this connection shall be borne by the contractor.

#### **41.7 LICENSE, PERMITS, ETC.,**

The contractor shall make his own arrangements for obtaining all necessary licenses, permits etc., for the procurement of any spares /materials that he may require during the progress of the works. The contractor shall have adequate supply of necessary spares/materials from the very beginning to ensure that no serious delay or holdup occurs in the execution of works.

#### **41.8 EXISTING SERVICES**

The contractor's attention is drawn to the possibility that there might be existing service line within the site of the proposed works. It is the

contractor's responsibility to work cautiously and carefully so that these are not damaged. Any damage to the services shall be repaired and restored immediately as directed by the Engineer without any extra cost.

#### **41.9 STANDARDS AND SPECIFICATIONS**

In this and in any other contract document and/or drawings, the letters "IS" followed by a number will refer to the edition of the Indian Standard current at the time of tendering.

The contractor shall keep the following at site office, Standard and codes mentioned in the specifications or as required by the Engineer.

#### **41.10 SAFETY AND SECURITY MEASURES**

- a) The method of work for successful completion of work shall be at the sole discretion of the contractor. The contractor shall take all preventive and precautionary measures to ensure complete safety of all site personnel, inhabitants of the buildings including any third party, together with all buildings on or around the site. Temporary and permanent including adjacent building and buildings completed or partly completed by any third party, till satisfactory completion of work in respect to each existing building.
- b) The contractor shall comply with all applicable Laws, Regulations and Standards. The contractor shall be responsible for the co-ordination of all safety matters and shall promptly comply with any specific safety instructions given by the Engineer or by the respective authorities.
- c) When any work is performed at night or where day light is shut off or obscured, the contractor shall, at his cost provide appropriate lighting facilities to continue execution and permit inspection. During such periods the access to the place of work shall also be clearly illuminated. All wiring for electric lights and power shall be installed and maintained, securely fastened in a place at the points and shall be kept away as far as possible from telephone and signal wires. All wiring shall be subject to approval by the Engineer.

d) The contractor shall adequately safeguard the site, products, materials, plant and the works from damage and theft.

The contractor shall provide his and his sub-contractor's staff and work people with permits required for admittance to restricted areas.

In relation with this contract the following shall be observed.

- i) Any security procedures as demanded by local authorities / Port Trust such as passes, badges interruptions to work, etc., shall be strictly adhered to.
- ii) The cost for security measures under this Clause shall be borne by the contractor.

#### **41.11 MAINTAINING UTILITY AND SERVICES**

The contractor shall not damage, close or obstruct any utility areas, roads, Port traffic or other property until permits thereof have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by contractor's operation, the contractor shall, at his own cost, make such repairs and provide such temporary guards, lights and other signals or as necessary or required for safety and as will be acceptable to the Engineer and / or the Employer of the utility, highway, road or other property.

#### **41.12 FACILITIES, ATTENDANCE ETC., ON NOMINATED SUB-CONTRACTORS**

The contractor shall allow for the provision of facilities, attendance etc., for the nominated sub-contractors.

These facilities, attendance etc., include:

- a) Storage facilities for plant and equipment and products and materials.
- b) The use of sanitary accommodation, medical and welfare facilities.
- c) Watching and lighting and protection of their work as necessary.

#### **41.13 LIMITATION OF OPERATIONS**

The contractor shall refrain entering area of the site not allocated to him unless he obtains the written approval of the Engineer and appropriate authorities.

Should the contractor wish to make use of any adjoining or property of offices or halls, he shall first obtain the written “No Objection” of the Engineer and then shall apply to the appropriate authority for permission to use the area. If such permission is granted, the contractor may make use of the area thus permitted to use, but on completion shall clear away and make good any damage at his own expense and pay all costs and charges in connection therewith.

The contractor shall be solely responsible to obtain required permits / authorization from other agencies Departments for the due performance of the contract and delay if any arising thereof shall not be quoted as reason for extension of time and consequent additional cost. Contractor has to comply with all Port operational procedures set forth by Port Authorities as and when required at his own cost.

#### **41.14 WORK PROGRAMME FOR AREAS WITH RESTRICTED ACCESS**

Work to be carried out in the office premises shall be so programmed to ensure, that the time period required to carry out the entire activities is minimum. All advance preparations with regard to approvals, procurement of all materials, plant, personnel etc., shall be made to achieve the targets, this may call for working continuously or at unscheduled hours as directed and approved by the Engineer.

#### **41.15 STOPPAGE OF WORKS**

Contractor may be instructed to stop the works from time to time due to security reason, or any other reasons as per the instruction of Port Authorities.

#### **41.16 NOISES AND DUST CONTROL**

The contractor shall take all necessary precautions in reducing noise and dust caused by Plant and minimum acceptable level by means of mufflers, silencers, screens and the like.

#### **41.17 WORKING CONDITION**

##### **41.17.1 Access to the Site**

The access of men and materials to the site has to be through the gate of the Chennai port administrative office. The contractor has to



comply with all necessary formalities as per Port rules for movement of men material and equipments on to the site and also to communicate with Port Control when any movement is require

#### **41.18 Port Requirement**

The contractor shall carryout his work without hindrance to port office functioning

The contractor shall obey orders and directions given by the Engineer or his authorized representative in the course of the discharge of his duties. The contractor shall cease work whenever and for as long as the Engineer may consider it essential to do so. The contractor shall obey orders and directions given by the Engineer or his authorized representative in the course of the discharges of his duties. The Contractor shall cease work whenever and for as long as the Engineer may consider it essential to do so.

#### **41.19 Provision of materials, stores and equipments**

The contractor shall be responsible for the provision of all materials, stores, and equipment necessary for satisfactory execution and completion of the work.

#### **41.20 Interruptions of work and idle time charges**

The contractor shall allow in his rates for any loss of working hours due to weather, and shifting of equipment .

#### **41.21 Clearance of site on completion**

On completion of the contract the contractor shall remove at his own cost all wires and any other equipment, plant or materials introduced by him.

#### **41.22ESI Act, 1948**

The clauses related to Implementation of ESI Act, 1948 is furnished below:

**(a)** As per the Govt Notification dt 20.7.09, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and

employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary upto Rs.15, 000/- per month. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs.15,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.

(b) In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgment of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

**(c)** In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Port Trust. The contribution of ESI amount, both Employers share of 4.75% and Employees contribution of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the contractor in the Chennai Port Trust Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor

fails to comply with the above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

(d) As per the above Government Notification i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

ii) In case they are covered under ESI Act, they have to furnish the details of registration.

iii) In case the tenderer does not possess ESI Registration at the time of Participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Trust and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after compliance of the ESI Regulation.

iv) The tenderer shall submit his first bill together with evidence of having obtained registration under ESI Regulations and only then the bill will be processed for payment. Subsequently, the tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted the dues under ESI Regulations in respect of the workers/labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the contractor.

v) In case the tenderer are not covered under ESI Act, or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in a Non-Judicial Stamp paper worth Rs. 20/- to that effect.

vi) In case they are not covered under ESI Act, they must additionally indemnify ChPT against all damages & accident occurring to his labour in a Non-judicial Stamp Paper worth Rs.100/-.

#### 42. **CESS**

Payment of Cess in Tamilnadu Construction Workers Welfare Board towards Building Or other construction works undertaken by the Port

Tamil Nadu Construction Workers Welfare Board has raised the demand to remit the Cess at 1% of the total estimate cost of the building or other construction works undertaken by Chennai Port Trust towards the benefit of the manual workers in the employment in construction or maintenance of dam, bridges, roads or in any building operations.

Based on the above, Board's approval has been obtained vide BR No.122, Dated 21.08.15 for the following:

- 1) Consider the payment of cess to TNCWWB at 1% of the building or Other construction works undertaken by Chennai Port Trust as per the provisions of the Tamil Nadu Manual Works (Regulation of employment and conditions of work) Act, 1982 and Tamil Nadu Manual Workers (construction Workers) Welfare Schemes, 1994 and G.O. (MS) No.295, Dt 17.12.2013:of Labour and Employment(12)Department
- 2) Effect the payment of cess to TNCWWB prospectively for the works for which 'NIT' issued after the date of approval for the subject proposal;
- 3) Add the component to that effect in the estimate proposed for the building or other construction works (involving civil Engineering Contractors) at the rate of 1% in each item at the end of analysis of rate after adding water charges and contractor's profit and overhead charges for civil works involving building and other constructions works only. In case, no such provision is made in the estimate and value put to tender the 1% cess will be borne by CHPT and contribution will be made directly to TNCWWB.
- 4) Recover @ 1% of the billed amount progressively from each running bill as well as the final bill of the contractor for the works which are covered under Cess act and remit/deposit the same to TNCWWB

through the Finance Department, and wherever, such provision is not available in estimate or tendered amount of ongoing contract, the 1% cess will be borne by the Trust.

In this regard, hitherto the following procedure shall be adopted:

- 1.** A provision, for Tamil Nadu Construction Workers Welfare Cess @ 1% in each item at the end of analysis of rate after adding water charges and contractor's profit and overhead charges shall be added in the estimate prepared for civil works involving building and other constructions works
- 2.** A recovery @ 1% of the billed amount shall be effected progressively from each running bill as well as the final bill of the contractor for the works which are covered under cess act and remit/deposit the same to TNCWWB through the Finance Department.
- 3.** In the case of ongoing contract for building or other construction works which have been amended on or after Board's resolution, where no provision has been made towards recovery of Tamil Nadu Construction Workers Welfare Cess @ 1%, Chennai Port Trust will borne the contribution towards Cess @ 1% of the billed amount progressively from each running bill as well as the final bill of the contractor for the works which are covered under Cess act and remit/deposit the same to Tamil Nadu Construction Workers Welfare Board.

**EPF :**

As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code number allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Giving particulars of remittance of EPF contribution of the employees engaged for the EMPLOYER work, is required to be submitted to the EMPLOYER. In any eventuality, if the contractor failed to remit employee/ employer's contribution towards EPF subscription etc. within the stipulated time, EMPLOYER is entitled to recover the equal amount from any money due

to the extent from the next bill, or accrue to the Contractor under this agreement/or by any means, with an advice to RPFC, duly furnishing particulars of personnel engaged for the EMPLOYER. **Any payment towards the work order will be made only after compliance of the EPF Regulation.**

## **CHENNAI PORT TRUST**

### **Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division**

#### **SECTION - III**

##### **Part I – Material and workmanship.**

##### **I. GENERAL PROVISION**

##### **1.1 STANDARDS**

Unless otherwise specified in the Contract, the relevant provisions of the appropriate Bureau of Indian Standards shall apply for all materials and workmanship. Where relevant BIS standards do not exist, the latest reversion of the relevant British Standard Specification or Standard of the American Society for Testing Materials shall apply. Equivalent standards from other countries may be used provided they are demonstrated to be equal to or more onerous than the standard quoted. In such a case, the standard shall be provided with an acceptable translation.

IS / BIS	:	Indian Standards.
BSS	:	British Standard Specification.
Cp	:	British Standard Code of Practice.
ASTM	:	standard of the American Society for Testing Materials.

##### **2 STANDARD PRODUCTS**

If mention is made in the Contract of named products of individual manufacturers, this indication of the standard or type and workmanship of goods, which are satisfactory to the Engineer.

The Contractor may substitute similar Products of atleast equal quality and suitability, subject to the approval of the Engineer provided that the Contractor has submitted with his Tender proposals for such substitution with full particulars of the proposed alternative products; otherwise, the Contractor's proposals may not be considered.

Proposals by the Contractor for the supply of manufactured products shall be accompanied by certification that the manufacture's products are approved by the relevant standards authority.

### **3 TEST CERTIFICATES**

Where specified, each consignment of materials or products intended for use in the Permanent works shall be accompanied by a manufacturer's test certificate showing that it conforms in all respects to the appropriate standards and specifications.

If no such certificates are enclosed, the Engineer shall have the materials or products tested by a nominated testing authority. The costs of such tests shall be borne by the Contractor.

### **4 AS-BUILT DRAWING**

During performance of work under this contract, the Contractor shall keep at the site of the works, a records as a set of transparencies which shall be kept marked up in detail to indicate such changes or additions as may be requested by the Engineer or required to suit field or other conditions. Whenever, requested by the Engineer during the execution of the works, the contractor shall submit copies of these up-to-date drawings. After completion of the project in all respects, the contractor shall submit as executed drawings incorporating all changes made by the Engineer during execution, in the form of CDs along with one set of hard copies.

## **5 MATERIALS AND WORKMANSHIP**

### **5.1 QUALITY OF MATERIALS, WORKMANSHIP AND TESTING FACILITIES**

All materials intended to form or forming part of the works. All workmanship and all work under the Contract shall be in accordance with the Contract and with the instructions of the Engineer. Those materials, which shall conform to the relevant standards, shall be subject to the approval of the Engineer and shall be subjected from time to time to such tests as the Engineer may direct. Tests shall be carried out either at the contractor's laboratory or at any other place



as directed by the Engineer. The Contractor shall provide without delay, all such attendance, assistance, facilities and equipment as are required for examining, measuring, sampling and testing of work and the quality, weight and quantity of materials and things intended to form or forming part of the works as and where required by the Engineer.

The Contractor shall redo/replace such work, materials and things rejected by the Engineer.

## 5.2 **SAMPLING**

Samples shall be taken in accordance with the relevant standards and in such a way and number that they can be considered to be representative of the full quantity of materials from which they are taken.

Samples submitted for approval of materials to be supplied, or of the standard of workmanship and subsequently approved will be kept by the Engineer's Representative who may reject all materials or workmanship not corresponding in quality and character with the approved samples.

Suitable labeled boxes or containers for the transport and storage of samples shall be provided by the Contractor.

## 5.3 **TESTING**

All materials intended to form part of the Works shall, unless otherwise directed by the Engineer, be tested in accordance with relevant standards and with the requirements of this specification.

The contractor shall carry out such tests of his own as is necessary to ensure compliance with the Specifications.

The Contractor shall be entitled to be represented at all tests carried out by or on behalf of the Engineer in order to determine whether workmanship and materials meet the requirements of the Specifications. Sufficient notice shall be given to the Contractor to enable him should he so wish to be present during any control test. Should the Contractor not wish to witness or be present at any control

test, it shall be assumed that the Contractor accepts the validity of the results of that test.

**5.4 PREVENTION OF DAMAGE TO MATERIALS**

The Contractor shall take adequate measures to prevent damage, contamination and the like at any stage and by any cause to all materials intended to form part of the works.

**5.5 COMPLIANCE - NO REASON FOR EXTENSION OF TIME**

Compliance by the Contractor with the provisions of this Clause shall not give the Contractor any right to extension of time for the completion of the works.

**5.6 INSPECTION BEFORE CONCEALMENT**

Whenever work requiring inspection or testing is subsequently to be concealed, due notice shall be given to the Engineer so that inspection may be made or tests witnessed before concealment. Failure to give such notice may necessitate the Contractor's uncovering the work for inspection purposes and reinstating it all at his own expense.

**6. LEVELS AND DIMENSIONS:**

The contractor shall carryout his own surveys and measurements to verify existing levels and dimensions of existing features shown on the drawings, as and when deemed necessary by him.

Wherever dimensions or levels are shown on the drawings such dimensions or levels shall take precedence over dimensions scaled from the drawings and scaled dimensions shall be used only in the absence from the drawings and / or elsewhere of other more precise information. Large scale drawings shall be used in preference drawings of a smaller scale.

In the event of discrepancies between the Drawings and the specifications, the specifications shall have precedence over the drawings. Whenever there is any doubt or in – consistency regarding the levels / datum's etc., indicated in the drawings, the same shall be got from the engineer before proceeding with the works. The Engineer's decision will be final and binding on the contract.

## **7.0 SETTING OUT**

### **7.1 SETTING OUT THE WORK**

Setting out the works shall be done by the contractor by such dates as to permit timely commencement of the work. The Contractors shall furnish, install and maintain all markers and other items necessary to define the works.

The setting out of the works under contract shall be executed by the Contractor with the Engineer's Representative may direct.

### **7.2 CHECKING OF SETTING OUT**

The Contractor shall provide the Engineer's Representative with sufficient equipment, duly calibrated in the field, labour and materials to enable the Engineer's Representative to check the Contractor's setting out, at any time the Engineers' Representative may direct.

## **8. CONDITIONS OF SITE**

Before carrying out any work, the Contractor shall inspect the Site in conjunction with the Engineer's Representative to establish its general condition which shall be agreed and recorded in writing, and where, in the opinion of the Engineer or his Representative it is deemed necessary, by means of photographs.

The boundary of the area provided for the execution of the works will be defined by the Engineer's Representative and the Contractor shall provide erect and maintain from commencement to final completion, approved markers indicating the boundary of the working area at regular intervals as the Engineer's Representative may require.

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## **Part II - Specification of materials**

1. The goods or materials to be supplied by the contractor shall be of the quality or sort specified and in every respect equal and answerable to the pattern or samples submitted by him for approval of the Engineer or his representatives.

### **2. Cement:**

- 2.1 The contractor shall procure 43 Grade (conforming to IS 8112) or 53 grade (conforming to IS 12269) Ordinary Portland cement or any other special grade/quality of cement as required for the work, from reputed manufacturers of cement such as Ultra tech, Birla, ACC, India Cements, Madras Cements, Chettinadu Cements, Dalmia Cements, Zuari Cements, Penna Cements or any other equivalent brands as approved by the Engineer.

In case of non-availability of Ordinary Portland cement, Portland pozzolana cement conforming to IS 1489 shall be used with suitable admixtures to attain the required strength.

- 2.2 Supply of cement shall be made in 50-Kg bags bearing manufacturer's name and BIS marking. Every consignment of cement shall be accompanied with the manufacturer's test certificate with the following specific information / details:
  - i. The complete test results conducted for the specifications mentioned in the contract.
  - ii. Reference to the supplies made on the strength of the test certificate sent to the Trust.
  - iii. The competent officer of the supplier should authenticate all the entries made in the test certificate.

The test certificate can be either original or Xerox copy duly authenticated by a responsible official of the supplier will be the basis for acceptance of the materials in addition ,if directed by the Engineer or his representative , the contractor shall submit the original bill / invoices for verification .

- 2.3 If so desired or if the cement so supplied are not accompanied with such test certificates, samples of cement procured by the contractor shall be taken by the Engineer's representative 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 conform 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's time from the date of written order from the Engineer or his representative to do so.
- 2.4 The cement shed with a capacity to store a minimum of 200 bags of cement or as decided by the Engineer or his representative shall be constructed by the contractor at the site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with Engineer's representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch & ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer or his representative at any time. Thatched shed shall not be permitted.
- 2.5 If the consignment is not accompanied by the manufacturer's test certificate or any additional test is ordered by the Engineer's representative at random, 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 such indicated below:
- i. By the contractor, if the results show that the cement does not conform to relevant BIS codes or the cement supplied by them is not accompanied with manufacturer test certificate leading to testing of cement at site.
  - ii. By the Department, if the retest results carried out at site show that the cement conforms to relevant BIS codes.
- 2.6. The requirements of cement shall be calculated on the basis of the standard formula for consumption of cement as laid down by the

Engineer or his representative and over this theoretical quantity, the variation allowed shall be plus or minus 2% only.

- 2.7. 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 or his representative. 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 hereinbefore 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.
- 2.8 Cement brought to site and cement remaining unused after completion of work shall not be removed from the site without the written permission of the Engineer or his representative.
- 2.9 A Copy of the manufacturer's test certificate showing conformity of the particular consignment to BIS Specifications in addition to the invoice and bills shall be submitted by the contractor for the supply of Cement.
- 2.10 The contractor should maintain a register showing the receipt and daily usage of cement and other materials and get the register checked by the departmental officer daily.

**3. Steel:**

**Not required for this work**

4. All materials used shall be new and no material shall be used on the work without the prior approval of the Engineer or his representative.
5. The decision of the Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the contractor. He shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Engineer or his representatives shall remove such materials from the site of work and shall deduct the cost incurred

by such removal by the Board from the site of work from any moneys due to the contractor.

6. All the work shall be carried out as per relevant specifications and to the satisfaction of the Engineer.
7. The specification of all other materials shall be as per the Civil Engineering Works Manual of Chennai Port Trust with latest amendments unless otherwise specified and/or relevant Indian Standard specifications as applicable. All BIS specification referred to in this schedule shall be the latest version.
8. **Grading of Aggregates**

**i.Fine Aggregate:**

Aggregate most of which passes through 4.75mm IS sieve is known as fine aggregate. Fine aggregate shall consists of natural river sand conforming to IS:383. It shall be hard, durable, chemically inert, clean and free from adherent coatings, organic matter etc. and shall not contain any appreciable amount of clay balls or pellets and harmful impurities e.g. iron pyrites, alkalies, salts, coal, mica, shale or similar laminated materials in such form or in such quantities as to cause corrosion of metal or affect adversely the hardening, the strength, the durability or the appearance of mortar, plaster or concrete

**ii.Coarse Aggregate:**

It shall consist of naturally occurring granite (broken stone) stones. It shall be hard, strong, dense, durable and clean. It shall be free from veins, adherent coatings, and injurious amounts of disintegrated pieces, alkali, vegetable matter and other deleterious substances. It shall be roughly cubical in shape. Flaky and elongated pieces shall be avoided. The overall grading of the coarse aggregate, viz., graded aggregate of nominal size 20,12 & 6 mm shall conform to the requirements specified in Civil Engineering Works Manual of Chennai Port Trust with latest amendments. The contractor shall, if

required by the Engineer, obtain the specified grading by combining single aggregates in proportions to give the specified grading.

iii.Storage of Aggregates:

Each size of fine and coarse aggregates shall be stored in separate areas covered with metal sheets, concrete or other hard and clean surface, which shall be self-draining and protected from contamination by earth or other deleterious matter. All roads from source to storage areas and between and around storage areas shall be metalled in such a way, that no mud or other contamination for aggregates can stick on the tyres of the transporting equipment for aggregates.

Fine and coarse aggregates shall be stored in such a way so as to avoid intermixing of different aggregate sizes.

**9.Works Tests on Aggregates:**

During the course of the Contract, fine and coarse aggregates shall be tested at site as often as required by the Engineer and at the Contractor's expense. Tests shall be carried out in accordance with the methods specified in Table: 1 below, unless otherwise ordered by the Engineer.

TABLE 1-WORKS TEST ON AGGREGATES

Test	Method of Test
Particle size	IS 2386 Part I
Silt content by field settling test	IS 2386 Part I
Moisture content	IS 2386 Part III
Organic impurities content	IS 2386 Part II

**10. Water:**

The water used for all purposes throughout the Works shall be clean and free from injurious quantities of silt, organic matters, alkalis, acids, oils, salts, sugar or other impurities, vegetable growth or other substances that may be deleterious to bricks, stone, concrete or steel. Potable water is generally considered satisfactory for mixing. The PH value of water shall be not less than 6.



The water used for mixing concrete and mortar, washing of aggregates and for curing the concrete, shall be from an approved source and shall contain no deleterious matter which significantly affects the setting time or strength or durability of the concrete or which has any effect on the appearance of the hardened concrete by discoloration or efflorescence. .

The following concentrations represent the maximum permissible values. (of deleterious materials in water).

**LIMITS OF ACIDITY:**

To neutralize 100 ml sample of water, using phenolphthalein as an indicator, it should not require more than 5 ml of 0.02 normal NaOH. The details of test shall be as given in IS: 3025 (part 22).

**LIMITS OF ALKALINITY:**

To neutralize 100ml sample of water, using mixed indicator, it should not require more than 25ml of 0.02 normal H<sub>2</sub>SO<sub>4</sub>. The details of tests shall be as given in IS: 3025 (part 23).

**Percentage of Solids:**

**Maximum permissible limits of solids when tested in accordance with IS: 3025 shall be as under:**

Organic	200mg/litre
Inorganic	3000 mg/litre
Sulphates	400mg/litre
Chlorides	500 mg/litre for RCC work and 2000 mg/litre for concrete not containing embedded steel.
Suspended matter	2000 mg/litre

**11. Sea water shall not be used for mixing or curing.**

All materials used shall be new and no material shall be used on the work without the prior approval of the Engineer or his representative.

**12.** The decision of the Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the contractor. He shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Engineer or his representatives shall remove such materials from the site of work and shall deduct the

cost incurred by such removal by the Board from the site of work from any moneys due to the contractor.

**13.** All the work shall be carried out as per relevant specifications and to the satisfaction of the Engineer.

**14.** The specification of all other materials shall be as per the Civil Engineering Works Manual of Chennai Port Trust with latest amendments unless otherwise specified and/or relevant Indian Standard specifications as applicable. All BIS specification referred to in this schedule shall be the latest version.

**15. Removal of improper works & materials:**

The Engineer shall during the progress of the works have power to order in writing from time to time the following:

i 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 accordance with the contract.

ii The substitution of materials not in accordance with the contract by proper and suitable materials and

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

**16. Default of the contract in compliance:**

In case of the default on the part of the contractor in carrying out such order, the employer shall be entitled to employ and pay other persons to carryout the same and all expenses consequent thereon or incidental thereto shall be borne by the contractor and recoverable from him by the employer from any moneys due or which may become due to the contractor.

**17.** All materials used shall be new and no material shall be used on the work without the prior approval of the Engineer or his representative.

**18.** The decision of the Engineer or his representative regarding the quality of any materials used on the work will be final and binding on

the contractor. He shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Engineer or his representatives shall remove such materials from the site of work and shall deduct the cost incurred by such removal by the Board from the site of work from any moneys due to the contractor.

- 19.** All the work shall be carried out as per relevant specifications and to the satisfaction of the Engineer.
- 20.** The specification of all other materials shall be as per the Civil Engineering Works Manual of Chennai Port Trust with latest amendments unless otherwise specified and/or relevant Indian Standard specifications as applicable. All BIS specification referred to in this schedule shall be the latest version.

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### **Part III - Specification of works**

1. The term **Demolition** implies breaking up. This shall consist of demolishing whole or part of work including all relevant items as specified or shown in the drawing.
2. The term **Dismantling** implies carefully removing without damage. This shall consist of dismantling one or more parts of the structure and other structures specified or shown in the drawing.
3. The tenderer is deemed to have inspected the structures for dismantling / demolition and acquainted himself with their condition. The dismantling /demolition shall be done carefully, without causing any damage to the property of the port and / or other agencies.
4. The demolished materials shall not be used by the tenderer for any other works.
5. The working area should be cordoned off from the rest of the operational area and there should be no obstruction/hindrance to the handling operations in the vicinity. The newly constructed structure shall be protected against all traffic usage including that during construction by providing necessary barricading, danger lights and flags etc., wherever necessary. Any part of the structure damaged by traffic or other causes occurring prior to its final acceptance shall be repaired or replaced in a manner satisfactory to the Engineer or his representative.
6. All the works shall be carried out as per the Civil Engineering Works Manual of Chennai Port Trust with latest amendments and/or relevant Indian Standard Specification as applicable. All BIS specification referred to in this schedule shall be the latest version.
7. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer's representative when each stage is ready. In default of such notice, the Engineer's

representative shall be entitled to appraise the quality and extent thereof.

8. No work shall be covered up or put out of view without the approval of the Engineer's representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examinations of foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer's representative whenever any such work or foundation is ready for examination and the Engineer's representative shall without unreasonable delay, unless he considers it necessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the contractor to give such notice, he shall if required, by the Engineer's representative uncover such work. The entire cost of such uncovering of work and making good the same thereafter to the satisfaction of the Engineer's representative shall be born by the contractor.
9. Departmental office concerned with the contract shall have powers to inspect and examine any part of the works any time and the contractor shall give such facilities as may be required for such inspection and examination.
10. As soon as in the opinion of the Engineer, the work has been completed and satisfactorily passed in the 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.

## **CHENNAI PORT TRUST**

### **Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division**

#### **SECTION-IV** **GENERAL CONDITIONS OF CONTRACT**

1. Definitions and Interpretations:

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby respectively assigned to them except where the context otherwise required:
- 1.1 “Board” - The Board means the Board of Trustees of the Port of Chennai, a body corporate as constituted under the Major Port Trusts Act of 1963, represented by its Chairman and as amended from time to time.
- 1.2 “Employer” means the Board of Trustees of the Port of Chennai a body constituted under Section (3) of the Major Port Trusts Act of 1963 acting through its Chairman, Deputy Chairman, Chief Engineer or any other officer nominated by the board and legal successors in title to such person but not (except with the consent of the contractor) any assignee of such person.
- 1.3 “Chief Engineer / Engineer” means the Chief Engineer of the Chennai Port Trust and his successors.
- 1.4 “Engineer-in-charge / Engineer’s representative” means the Superintending Engineer or an officer appointed by the Chief Engineer in writing who shall direct and supervise and to perform the duties set forth in sub - Clause 3.2 hereof and be in-charge of the works.
- 1.5 “Engineer’s Assistant” means a person appointed by the Engineer or the Engineer’s Representative to assist the Engineer’s Representative in carrying out his duty under Sub – Clause 1.4.
- 1.6 “Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the “works” or “temporary works” (as hereinafter defined) but do not

include materials or other things intended to form or forming part of the Permanent work.

- 1.7 “Tender” means the contractor’s priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance – Work order.
- 1.8 “Letter of Acceptance”, “Work Order” means the formal acceptance by the Employer.
- 1.9 “Contract” means the documents forming the tender and acceptance thereof and the formal agreement executed between the Port Trust and contractor together with the documents referred to therein including the General conditions, Special conditions of contract, specifications, designs, Drawings, Priced Bill of quantities and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.10 “Contractor” means the 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 company.
- 1.11 “Sub-Contractor” means any person named in the contract as a sub-contractor for a part of the works or any person to whom a part of the works has been sub-contracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
- 1.12 “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 hereinafter contained.
- 1.13 “Specification” means the specification of the works included in the contract and any modification thereof or addition thereto made or submitted by the contractor and approved by the Engineer.

- 1.14 “Drawings” means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the Chief Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chief Engineer.
- 1.15 “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the tender.
- 1.16 “Site” means the lands and other places on / under / in / or through which the “works” are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.
- 1.17 “Works” or “Work” 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.
- 1.18 “Temporary works,” means temporary works of every kind required in the execution, completion or maintenance of the works and which do not form an item of the work or works.
- 1.19 “Trust’s Stores” means the storage yards for materials of the Trust anywhere in the Harbour premises.
- 1.20 “Schedule(s)” referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by Employer.
- 1.21 “Approved” means approved in writing including subsequent written confirmation of previous verbal approval and “Approval” means approval in writing including as aforesaid.
- 1.22 “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 overheads and profit.
- 1.23 “Nominated sub Contractor” means all specialists, merchants, tradesmen and others 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.

- 1.24 “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, rebates and allowances and the discount obtainable for cash insofar as such discount for cash exceeds 2 ½%.
- 1.25 “Provisional sum” or “Provisional Lump sum” means a lump sum included by the Employer in the tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.
- 1.26 “A day” means a day 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- 1.27 “A week” means seven days without regard to the number of hours worked in any day in that week.
- 1.28 “A month” means a month according to Gregorian calendar.
- 1.29 “Commencement Date” means the deemed date of commencement of the work pursuant to Clause – 25 of Section II.
- 1.30 “Time for Completion” means the time for completing the execution and complying with and fulfilling the requirements on completion of the works or any section or part thereof as stated in the contract (or as extended under Clause – 25 of Section II) calculated from the commencement date.
- 1.31 “Requirements on completion” means the requirements specified in the contract or otherwise agreed by the Engineer and the contractor which are to be done and complied by the contractor before the works or any section or part thereof are taken over by the Engineer.
- 1.32 “Taking-over Certificate” means a certificate issued pursuant to Clause – 26 of Section II.
- 1.33 “Retention Money” means the aggregate of all monies retained by the Employer pursuant to Clause – 37 of Section II.

- 1.34 “Provisional Items” shall mean items for which approximate quantities have been included in the tender documents.
- 1.35 “Urgent works” shall means 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.
- 2.1 Singular & Plural:  
Words importing the singular only also include the plural and vice versa where the context so requires.
- 2.2 Interpretation:  
Words importing persons or parties shall include firms and corporations and any organization having legal capacity.
- 2.3 Marginal headings 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 thereof of the contract.
- 3.1 Engineer’s Authority to Delegate:  
The Engineer may from time to time delegate to the Engineer’s representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the contractor.
- 3.2 Duties & powers of Engineer’s representative:  
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 hereunder 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 powers and

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 though it had been given by the Engineer, provided as follows.

- i. 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 or removal or breaking up thereof;
- ii. If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative he shall be entitled to refer the matter to the Engineer who shall thereupon confirm / reverse or vary the contents of such decisions.

### **3.3 Appointment of Assistants**

The Engineer or the Engineer's Representative may appoint any number of persons to assist the Engineer's Representative in carrying out his duties under Sub-Clause 1.4. He shall notify to the contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, plant or workmanship as being in accordance with the contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Engineer's Representative.

### **3.4 Instructions in Writing**

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after carryout of the instruction, shall be deemed to

be an instruction within the meaning of this Clause. Provided further that if the contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instruction of the Engineer.

The provisions of this Clause shall equally apply to instructions given by the Engineer's Representative and any assistants of the Engineer or the Engineer's representative appointed pursuant to Sub-Clause 3.3.

### 3.5 **Engineer to Act Impartially**

Wherever, under the contract, the Engineer is required to exercise his discretion by:

- a) giving his decision, opinion or consent, or
- b) expressing his satisfaction or approval, or
- c) determining value, or
- d) otherwise taking action which may affect the rights and obligations of the Employer or the contractor.

He shall exercise such discretion impartially within the terms of the contract and having regard to all the circumstances. Any such decisions, opinion, consent, expressing of satisfaction, or approval, determination of value or action may be opened up and reviewed.

## 4 **Assignment and subletting:**

### 4.1 **Assignment:**

The contractor shall not assign the contract or any part thereof or any benefits or interest there in or there under without the prior written consent of the Employer.

### 4.2 **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 acts,

defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen, Provided always that the provision of labour on piece work basis shall not be deemed to be sub-letting or assignment of benefit or interest under this clause.

5. **Extent of contract:**

The contract comprises supply, execution of work, completion and maintenance of the works and excepting so far as the contract otherwise the provisions of all labour, materials, constructional plant, temporary or permanent nature required in and for such work, completion and maintenance so far as the necessity for providing the same in specified in or reasonably to be inferred from the contract.

The entire 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.

6 **Contract documents:**

6.1 **Language(s) and Law**

The Language, in which the contract documents shall be drawn up, shall be in English. The Law of India shall apply to the contract and the contract shall be construed according to the said Law.. Any litigation arising out this agreement, shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Madras

6.2 **Priority of Contract Documents**

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 thereon and in such event, unless otherwise provided in the contract, the priority of the documents forming the contract shall as follows:

- i. General conditions of contract
- ii. Technical requirement (including schedule of requirements and Technical specification, drawings)
- iii. Notice Inviting Tender
- iv. The contractors bid and original price schedule
- v. The employer/Board's notifications of award
- vi. Other relevant documents

### 6.3 **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 foregoing, the several documents forming part of 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 any one 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 and quantity or rates in schedule 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 therein according to drawings and specifications or from any of the obligations under the contract.

### 6.4 **Custody of Drawings:**

The Drawings shall remain in the sole custody of the Engineer but two copies of these 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 Engineer's Representative of any further drawing or 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 tracing and copies of drawings 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 at the site and the same shall at all the reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any person authorized by the Engineer in writing.

The Engineer shall have full power and authority to supply to the contractor, 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. Such supplementary drawings, issued / approved during the currency of contract will also form part of the contract and the Contractor shall carry out and be bound by the same

#### 6.5 **One copy of Drawings to be kept on Site**

One copy of the drawings, provided to or supplied by the contractor 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 by any other person authorized by the Engineer in writing.

#### **6.6 Disruption of Progress**

The contractor shall give notice to the Engineer whenever planning or execution of the works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

#### **6.7 Delays and Cost of Delay of Drawings**

If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the contractor in accordance with Sub-Clause 6.6, the contractor suffers delay then the Engineer shall, after due consultation with the contractor, determine any extension of time to which the contractor is entitled under Clause 29, and shall notify the contractor accordingly.

#### **6.8 Failure by contractor to submit Drawings**

If the failure or inability of the Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the contractor to submit drawings, specification of other documents, which he is required to submit under the contract, the Engineer shall take such failure by the contractor into account when making his determination pursuant to Sub-Clause 6.7.

#### **6.9 Supplementary Drawings and Instructions**

The Engineer shall have authority to issue to the contractor, from time to time, such supplementary drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the works and the remedying of any defects therein. The contractor shall carryout and be bound by the same

#### **6.10 Works Designed by Contractor**

Where the contract expressly provides that part of the Works shall be designed by the contractor, he shall submit to the Engineer, for approval:



- a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design, and
- b) operation and maintenance manuals together with drawings of the works as completed, in sufficient detail to enable the Engineer to operate, maintain and adjust the works incorporating that design.

**6.11 Responsibility Unaffected by Approval**

Approval by the Engineer, in accordance with Sub-Clause 6.10, shall not relieve the contractor of any of his responsibilities under the contract.

**7.1 Work to be to the satisfaction of the Engineer:**

The contractor shall with the due care and diligent, 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 Engineer's 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 and from the Engineer's representative (subject to the limitations referred to in clause 3.1 hereof).

**7.2 Work to be in accordance with Contract**

7.2.1 Unless it is legally impossible, the contractor shall execute and complete the works and remedy any defects therein in strict accordance with the contract to the satisfaction of the Engineer. The contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the contract or not, touching or concerning the works.

7.2.2 The contractor shall take instructions only from the Engineer, or subject to the provisions of Clause-3.1, from the Engineer's representative / Engineer's assistants.

8. **Contractor's Superintendence:**

The contractor shall give or 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 in Writing by the Engineer (which approval may at 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 the Engineer's representative (Subject to the limitations of Clause 3.1 hereof).

The contractor's Agent and senior site staff shall be capable of receiving and giving instructions, 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.

9.1 **Contractor's Labour:**

The contractor shall employ labour in sufficient numbers either directly or through sub contractors to maintain the 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 fifteen-years of age. The contractor shall obtain a valid license under the Central Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work and continue to have a valid 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.

9.2 **Housing for Labour**

No labour camps shall be allowed inside the Port premises.

### 9.3 **Entry of Labour in Port premises:**

9.3.1 Only vehicles licensed by the Board will be allowed inside the Port premises.

9.3.2 Admission into the Harbour is regulated by issue of passes for the contractor and his staff.

Entry passes will be issued free of cost to the contractor. The contractor is solely responsible for all the details incorporated in the passes; the Trust is indemnified against their misuse.

The entry passes shall be produced at the time of entry and any other time when demanded by the CISF personnel or department officials

Further, in the event of loss of entry passes or identity card issued to the contractor or their labour, Rs.20/- will be imposed as penalty in each case.

The contractor should register with the pass section and get a code number for the firm from the Pass section and should produce authorized signature of two persons per firm who will sign the pass application. Any changes in the Authorized signatories, both of the firm's officials should be intimated to this section immediately.

The firms should be recommended by respective Departments.

Applicants should apply in the prescribed format.

Provision for individual and vehicle Harbour Entry Permits are alone available in the Pass Section Module and not for the Materials.

As per ISPS requirements all the Port users should submit antecedent verification / police verification or Pass port copy of their employees / contract workers, since it is a pre- requisite for issuing all Port Entry passes.

### 9.4 **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.

**9.5 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 labourers of 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 arrangements 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”.*

**9.6 Festival and Religious Customs:**

The contractor shall allow his labourers to avail the Government notified national and local festival holiday and also such closed holidays 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.

**9.7 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 Act / Rules and Regulation made there under from time to time.

**9.8 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 various classes 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.

**9.9 Removal of workmen:**

The contractor shall employ in and about the execution of the work only such persons as are careful, skilled and experienced in their several trades and calling to the 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 is incompetent or is negligent in the proper performance of his duties and such persons shall not be again employed in the works without permission of the Engineer.

**9.10 Contractor's temporary structures:**

The contractor may at his own expenses and subject to the approval of the Engineer, construct temporary offices; stores in the area allotted to him and remove the same as per the order of the Engineer on completion of the contract. No hire charges are payable for the area allotted during the contract period or such extended time as granted by the Engineer. However, the hire charges for the land area utilized by the contractor after completion of the contract period or such extended time shall be recovered from the contractor at the rate fixed by the Board from time to time.

**9.11 Employment of the Government Retired persons:**

No Engineer of gazetted rank or other class I & II officers employed in Engineering or administrative duties in an Engineering department of the Government of India / Port is allowed to work as a contractor for a period of 2 years of his retirement from Government / Port service without the previous permission of Government of India or by the Port as the case may be. The contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a

person who had not obtained the permission of Government of India / Port as the case may be as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

9.12 **Regarding employment of the foreigner:**

9.12.1 Not relevant for this work.

10. **Setting out the works:**

The Engineer in-charge shall supply basic data such as dimensional drawings, levels and alignment for the work and other information necessary to enable the contractor to set out the work. The benchmark and a base line of specified relationship with reference to the alignment of the works shall also be supplied by the Engineer-in-charge in writing and the contractors shall provide all setting out apparatus required and setting out of the works. The contractor shall be fully responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall apply or arise in the position levels, dimensions or alignment of any part of the works, the contractor on being required to do so by the Engineer shall at his own expense rectify such error to the satisfaction of the Engineer unless such error is based on incorrect data supplied in writing by the Engineer or by the Engineer's representative, in which case the expenses of rectifying the same shall be borne by the Board. The checking of any setting out and or of and line or level by the Engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all benchmarks, site rails, pegs and other things used in setting out the works.

11. **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, materials, etc., or for the safety and convenience of the public or others.

**12.1 Dismantled Materials:**

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

**12.2 Contractor to keep site clean:**

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

**13.1 Extraordinary Traffic:**

The contractor shall use every reasonable means to prevent any of the access road communicating with or on 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 and also restrict and distribute loads so that any such extraordinary traffic as will inevitable access from the moving of plant and materials from and to the site shall be limited as far as reasonably and so that no unnecessary damage or injury may be occasioned to such approach.

The contractor's attention is drawn to the fact that the other contractors employed by the Employer will be working in the vicinity of the working site. Hence, the contractors shall allow other agencies for work if any and shall allow such agencies the use of scaffolding the similar conveniences which any building contractor might have put up and shall further give such agencies facilities to carry out their trades.

Works like punching the walls, floors and making them good, required during the electrification shall be done by the building contractors for which they may not be made any special payment by the Trust. The contractor's working arrangements should be in such a manner as to cause no hindrance to the other contractors working nearby or to the functions of the department office and to enable other contractors / department / other agencies to work contemporaneously on separate contracts.

### 13.2 **Interference with Traffic and adjoining properties:**

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- a) the convenience of the public, or
- b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to any such matters in so far as the Contractor is responsible there for.

### 14.1 **Opportunities for Other Contractor**

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to:

- a) any other Contractors employed by the Engineer and their workmen.
- b) the workmen of the Employer, and
- c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any Contract which the Engineer may enter into in connection with or ancillary to the Works.



#### 14.2 **Facilities for Other Contractors**

If, however, pursuant to Sub-Clause - 14.1 the Contractor shall, on the written request of the Engineer:

- a) permit the use, by any such, of Temporary works or Contractor's Equipment on the Site, or
- b) provide any other service of whatsoever nature for any such, the Engineer shall determine an addition to the Contract Price.

#### 15. **Supply of plant, materials and labour:**

15.1 Except where otherwise specified in the contract, 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 site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.

15.2 The contractor shall not hire out any item of plant or equipment brought by him, in connection with the 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 Engineer and such permission may or may not be granted by the Engineer.

15.3 The contractor shall at his own costs 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 plant hired out by the department are lost or damaged in any way due to negligence or carelessness on the part of the contractor or his employees, the cost thereof determined by the Engineer shall be recovered from the contractor from any moneys due to him or to become due to him.

#### 15.4 **Avoidance of Damage to Roads**

The Contractor shall use every reasonable means to prevent any of the roads 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-Contractor and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary works from and to the Site shall be limited, as far as reasonable possible, and so that no unnecessary damage or injury may be occasioned to such road and bridges.

#### 15.5 **Transport of Contractor's Equipment or Temporary Works**

Save in so far as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the Employer and shall negotiate and pay all claims arising solely out of such damage.

#### 15.6 **Transport of Materials or Plant**

If, notwithstanding Sub-Clause - 15.4, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Engineer, as soon as he becomes aware of such damage or as soon as receives any claim from the authority entitled to make such claim. Where under any Law or Regulation the haulier of such materials or Plant is required to indemnify the road authority against damage, the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto.

16. **Clearance of site on completion:**

Upon completion of works, the contractor shall clear away and remove from the site all the constructional plant, temporary works remaining thereon, any unused materials provided by the contractor, and surplus materials and rubbish of every kind and leave the site and works clean and in a workman-like condition to the satisfaction of the Engineer-in-charge.

If the contractor fails to remove any such constructional plant, temporary works or unused materials within such reasonable time after completion of works as may be allowed by the Engineer, then the Employer may sell the same and shall after deduction from the proceeds, cost, 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 or injury to any of the said constructional plant, temporary works or materials.

17. **Bribes, Commission and Corrupt Gifts:**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or their behalf to any officer, servant, representative or agent of the Engineer or to any person 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 amounts resulting from any such cancellation. Further, 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 offence under the present clause shall be settled by the Engineer, in such manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and binding on the contractor.

The tender involves an obligation of secrecy and the commission by the contractor, his agents, servants of sub-contractors or their agents or servants of any offence under the Indian Official Secrets Act, 1923, or any statutory modification or re-enactment thereof will apart from any criminal liability constitute a breach of the contract.

18. **Use of explosives:**

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

19. **Levels:**

The contractor shall provide all assistance, instruments, labour and materials as are normally required for taking levels for the work. The contractor shall provide at his own expense experienced attendants for the Engineer or his representative to assist him in taking levels and checking of alignments.

20. **Inflammable stores:**

The contractor shall comply with all Central and Local regulations in respect of storage of all inflammable stores or other materials safe involving risk to third parties and shall take all special precautions required in the transport and use of such materials. The contractors shall submit to the Engineer for approval, all drawings and documents required for the construction of storage sheds to the proper requirements.

21. **Nuisance, disorderly conduct etc.:**

The contractor shall at all times take all reasonable precautions or 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.

22. **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 accident to the Engineer's representative. The contractor shall also report such accidents to the competent authorities to whom such report is required by laws.

23. **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 a place approved by the Engineer. The storage and safe custody of materials shall be the responsibility of the contractor. All materials brought to the site shall become and remains 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 to and become the property of the contractor.

24.1 **Cost of the Tests:**

The cost of making any test shall be borne by the contractor if such test is clearly intended or provided for in the specifications 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 purpose which 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 and in their absence, other international standards will apply

24.2 **Cost of Tests not provided for:**

If any test is ordered by the Engineer which is either not so intended by or provided for or (in the cases above mentioned) is not particularized or though so intended or provided for is ordered by the Engineer to be carried out by an Independent person at any place other than the site or the place of manufacture or fabrication of the materials tested, then the cost of such test shall be borne by the contractor, if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the Engineer's instructions but otherwise by the Employer.

25. **Access to site:**

The Engineer and any person authorised 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 or when materials, manufactured articles, or machinery are being obtained for the works and the Contractor shall afford every facility for every assistance in or in obtaining the right to such access.

26. **Inspection registers:**

An inspection register is required to be maintained at the site of work, duly issued by the Engineer's representative and docketed by from the Engineer's assistant's office. Which must be produced whenever called upon to do so by the Engineer or his representative during their inspection of the work. It will be the responsibility of the Engineer's assistant to ensure that the observations of the inspection officers for each and every visit are available in the inspection register either through recorded notes or through pasting the inspection notes. The Engineer's assistant shall carry over such observation and defects, on which action is to be taken by the contractor, to the site order book with cross-reference in the inspection register. The observations recorded in the inspection register by Engineer or his representative is reviewed during subsequent inspections to ensure their compliance.

**27.1 Removal of improper works & material:**

The Engineer shall during the progress of the works have power to order in writing from time to time the following:

- i. 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 accordance with the contract.
- ii. The substitution of materials not in accordance with the contract by proper and suitable materials and
- iii. The removal and proper re-execution (notwithstanding any previous test thereof or interim payment thereof) of any work, which is respect of materials or workman ship, is not in the opinion of the Engineer in accordance with the contract.

**27.2 Default of the contractor in compliance:**

In case of the 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 from any moneys due or which may become due to the contractor.

**28.1 In the event of unsatisfactory progress:**

The progress of the work at each stage shall 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. In case of delay in the progress of work, the Engineer shall issue to the contractor, a memo in writing pointing out the delay in the progress and calling upon the contractor to explain the causes for the delay within 3 days of the receipt of the memo. If the Engineer is not satisfied with the explanation offered, the Engineer may take further action against the contractor including withholding payment of pending bills in whole or in part and also 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 right to execute the portion of works left incomplete using the Board's labour or any other agency. 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.

**28.2 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 on site at cost and general overhead cost of the contract incurred by the contractor in giving effect to the Engineer's instructions under this clause shall be borne and paid by the employer unless such suspension is:

- i. otherwise provided for in the contract  
or
- ii. necessary for the proper execution of the work or by reason or weather conditions affecting the safety or quality of the work or by some default on the part of the contractor  
or
- 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 intention 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 as shall in the opinion of the Engineer be fair and reasonable.



29 **Extension of time:**

29.1 The contractor shall commence the works on site within 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.

29.2 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 of 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 Contractor 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.

29.3 The execution of the work during the extended period also, shall be only under the conditions and at the rate specified in the contract.

29.4 The grant of such extension of time will not bestow on them any right to claim compensation or extra payment at a future date whatsoever. No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

30 **Way leaves etc.,**

The contractor shall bear all expenses and charges for special or temporary way leaves required 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 him for purpose of the works.

31. **Work during Night or on Sundays and authorised Holidays:**

Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or

authorised 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.

**32.1 Execution of works of Repair etc.:**

To the extent that the works shall at or as soon as practicable after the expiration of the period of maintenance to be delivered up to the Employer in as good and perfect a condition (normal, 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 other 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 of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer prior to its expiration.

**32.2 Cost of execution of works, 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 or workmanship not in accordance with the contract or to neglect or 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 of such work shall be ascertained and paid for as if it were additional work.

**32.3 Remedy on contractor's failure to carry out work required:**

If the contractor shall fail to do any such work as aforesaid required by the Engineer, the Employer shall be entitled to carry out such work by his own workmen or by any other contractor. If such work is a work which the contractor should have carried out at the contractor's

own costs the Employer shall be entitled to recover from the contractor the cost thereon and may deduct the same from any moneys due or that may become due to the contractor.

33. **Compensation for delay:**

If the contractor fails to complete the work in all respects within the time specified or within the extended time that may be allowed by the Engineer as per clause 29, the contractor shall pay or allow to the Board a sum of contract as liquidated and ascertained damages and not by way of penalty, for every day/week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished. Such damages will be deducted from any Amount payable to or to be payable to the contractor including encashment of Bank Guarantee or any Securities/ Guarantees, if any available with the Port Trust. The maximum Amount of Liquidated Damages will be worked out based on the Total Contract value inclusive of all Taxes and Duties thereon.

In case of part / portions of the contract work/ Supply order completed and taken possession by the Trust and the Trust operates/ can be made for operation of the part portion/ supply order, the calculation of Liquidated damages will be restricted to the uncompleted/ undelivered value of the work/ supply order subject to the amount of the maximum percentage prescribed for the Liquidated Damages/ Late Delivery charges of the total value of the contract/supply.

The Liquidated Damages/ Late Delivery charges will be worked out as follows;

i). The Liquidated Damages/ Late Delivery charges whose period of contract / delivery is less than four weeks, Liquidated Damages/ Late Delivery charges will be 1% per day on the contract value subject to maximum of 10% of the contract value.

ii). The Liquidated Damages/ Late Delivery charges whose period of contract / delivery is above four weeks, Liquidated

Damages/ Late Delivery charges will be ½% (half percent) per week or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract.

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

**34. Remedy on contractor's failure to carryout the work required**

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 such an event the Engineer also has the right to execute the portion of works left incomplete using the Ports own labour or with any other agency and the contractor will be liable to make good an loss incurred by the Port on this account. Such amounts will be recovered from any moneys due to or to become due to the contractor.

**35. Employment of Technical Staff:**

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

i) One Graduate Engineer or one Diploma Engineer with five years experience will act as principal Technical Representative when the cost of works to be executed is more than Rs 10 lakh & less than 50.00 lakhs

ii) One qualified Diploma Holder and having experience of not less than 3 years, when the cost of works to be executed is more than Rs 5 lakhs (Rupees Five lakhs) but less than Rs 10 lakhs (Rupees Ten lakhs).

iii) One qualified Diploma Holder when the cost of works to be executed is more than Rs 2 lakhs (Rupees two lakhs) but less than Rs 5 lakhs (Rupees Five lakhs).

iv) One qualified Supervisory Staff (ITI Certificate Holder) when the cost of the works to be executed is more than Rs 1 lakh (Rupees one lakh) but less than Rs. 2 lakhs (Rupees Two lakhs).

v) However, if the cost of work is above one lakh and less than Rs 5.00 lakhs and the contractor himself is qualified, no supervisory staff need be insisted upon.

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

35.3 In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay to the Board a reasonable amount not exceeding the sum of Rs 15000/- (Rupees fifteen thousand only) for each month per principal Technical Representative Which is applicable for clause 35.1 (ii) above

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

36. **Change in constitution:**

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

37. **Termination of contract in the event of death, insanity etc.:**

In the event of death insanity or insolvency of the contractor or in the case of contractor being a partnership on dissolution of the firm of the contractor or in case of the contractor being a company governed by

the Companies Act, 1956, the winding up of the company, the contract shall be terminated on the happening of the event above said and all acceptable work shall be measured 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.

38. i) If in the opinion of Engineer the contractor
- a. has abandoned the contract (or )
  - b. without reasonable excuse has failed to commence the works or proceed with the works with due diligence or has suspended the progress of work for 20 days after receiving from the Engineer written notice 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 has been condemned and rejected by the Engineer under these conditions.
  - d. is not executing the works in accordance with the contract or 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 Chief Engineer's instructions to the contrary sublet any part of the contract. Then, the Board 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 effecting the rights and powers conferred on the Board or the Engineer by the contract and may himself complete the works or may employ any other contractor to complete the works and the Board or

other contractor may use for such completion so much of the constructional plant, temporary works or may employ any other contractor to complete the work and materials which have been deemed to be 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 Board 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 the Board from the contractor under the contract.

- ii) The Engineer shall as soon as may be practicable after any such entry and expulsion by the Board fix and determine *exparte* or by or after reference to the parties or after such investigations or enquiries as he may think fit to make or institute and shall certify the amount (if any) had at the time of such entry and expulsion been reasonable earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and what was the value of any of the said unused or partially used materials any constructional plant and any temporary works.
- iii) If the Board shall enter and expel the contractor under this clause, they 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, in completion (if any) and all other expenses incurred by the Board have been ascertained and amount there for certified by the Chief Engineer. The contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon the completion by him after deducting the said amount. But, if such amount shall exceed the sum, which would have been payable to the contractor on

due completion by him then the contractor shall upon demand pay to the Board the amount of such excess and it shall be deemed a debt due by the contractor to the Board and shall be recoverable accordingly.

**39 Alterations in specifications and designs, Additions and Omissions:**

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

- i. If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii. If the rates for the additional altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the 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 and which cannot be derived from the similar class of work in the contract, then such work shall, be carried out at the rates entered by the department taking into account the Port's own schedule of rates on which the estimated value of work put to Tender was worked out, with minus / plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- iv. If the rates for altered, additional or substituted work cannot be determined in the manner specified in the sub-clauses 39.1(i) to 39.1(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 rate, the rate for such part or parts will be determined by the Engineer in-charge on the basis of the prevailing market rates when the work was done.
- v. If the rates for the altered, additional of substituted work cannot be determined in the manner specified in the sub-clause 39.1(i) to 39.1(iv) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer of the rate which is his intention to charge for such class of work, supported by the analysis of the rate or rates claimed and the Engineer shall determine the rate or rates, on the basis of the prevailing market rates and pay the contractor accordingly. However, the Engineer by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, but under no circumstances, the contractor shall

suspend the work on the plea of non-settlement of rates of items falling under the clause. In the event of any disagreement, the 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 the Engineer shall be final.

39.2 Except in case of items related to foundations, provisions contained in sub-clause 39.1(i) to 39.1(v) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender document (referred to herein below as "Deviation limit" subject to the following restrictions:

- i. The deviation limit referred to above be the net effect (algebraically sum) of all additions and deductions ordered.
- ii. In no case shall the additions/deductions (arithmetical sum) exceed twice the deviation limit.
- iii. The deviations ordered on items of any individual trade included in the contract shall not exceed +/- 50% of the value of the trade in the contract as a whole or half the deviation limit whichever is less.
- iv. The value of additions of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit.

**Note:** *Individual trade means the trade section to which scheduled of quantities annexed to the agreement has been divided or, in the absence of any such division the individual section of the schedule of rates specified above, such as, excavation and earthwork, concrete, wood work and joinery, etc.*

39.3 For the purpose of operation of **clause 39.2**, the following works shall be treated as works relating to foundation:

- i. For buildings, compound walls, plinth level or 1.2 metres (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.

- ii. For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs, the bed or floor level.
- iii. For retaining walls where floor level is not determinate, 1.2 metres above the average ground level or bed level.
- iv. For roads, all items of excavation and filling including treatment of sub-base and soling work.
- v. For water supply lines, sewer lines, underground storm water drains and similar works. All items of work below ground level except items of pipe work, proper masonry work.
- vi. For open storm water drains, all items of work except lining of drains.

40. **Action where no specification of work is available:**

In the case of any class of work for which there is no specification, such work shall be carried out in accordance with the relevant Indian Standards and in the absence of Indian Standards, any equivalent international standards and in the event of there being no standard specifications then in such case, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer in-charge.

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

If at any time after the commencement of work, the Engineer shall for any reason whatsoever not require the whole work 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 or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work as originally contemplated;

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide 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 situations, the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from the department stores, supervision charges and storage charges shall be refunded in addition to the issue rates of materials.

**42 Method of Measurement:**

42.1 Except where any general or detailed description of the work in bills of quantities or schedule of works / items / quantities expressly shows to the contrary, the Bill 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 notwithstanding any provision in the relevant standard method of measurement or any general or 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 measurements issued by the Bureau of Indian Standards.

**42.2 Records & measurements:**

The Engineer-in-charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract of work done in accordance therewith.

42.2.1 All items having a financial value shall be entered in measurement books prescribed by the employer so that a complete record is obtained of all work performed under the contract.

42.2.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative on the one hand and by the contractor or their representative on the other. Before taking measurements of any

work, the Engineer-in-charge or the person deputed by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurements, then in any such event, measurements taken by the Engineer-in-charge or by the person deputed by him shall be taken to be the correct measurement of the work.

42.2.3 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 measurements recorded on behalf of the Employer, a note to that 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 a 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 measurement to be retaken provided that net errors are found by this measurement to amount to less than 5% of the value 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 be borne by the other party. In any case, if the net value of errors found exceeds Rs 500/- the expense of re-measurement shall be borne by the other party.

#### 42.3 **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 or prime cost items. He shall 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.

43. **Certificate and payments:**

43.1 **Monthly payments:**

The contractor shall submit to the Engineer on or before the 10th of each month, a statement on the standard printed form to be had on application, showing the estimated contract value of the permanent work executed up to 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 up to 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 Retention money / Security Deposit named in the tender. All amount 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.

43.2 75 % of the net amount of interim or running bill shall be paid by the employer within ten days from the date of submission of interim or running bill certificate and the balance within thirty days from the date of submission of interim certificate or running bill.

43.3 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.

43.4 The Engineer may by any certificate make any correction or modification in any previous certificate, which shall have been issued

by him and shall have the power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction.

#### 43.5 **Statement at Completion**

Not later than 60 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer a Statement at completion with supporting documents showing in detail, in the form approved by the Engineer.

- a) the value of all Work done in accordance with the Contract and
- b) any further sums which the contractor considers to be due to him under the Contract.

If the Engineer disagrees with or cannot verify any part of the draft final statement, contractor shall submit such further information as the Engineer may reasonably require and shall make such charges in the draft as may be agreed between them. The contractor shall then prepare and submit to the Engineer the final statement as agreed (for the purpose of these conditions referred to as the “Final Statement”)

#### 43.6 **Final Statement**

Not later than 60 days after the issue of the ‘Taking Over Certificate’ pursuant to Clause – 26 of Section II, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Engineer.

- a) the value of all Work done in accordance with the Contract and
- b) any further sums which the Contractor considers to be due to him under the Contract.

If the Engineer disagrees with or cannot verify any part of the draft final statement, Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed (for the purposes of these conditions referred to as the “Final Statement”)

#### 43.7 **Discharge**

Upon submission of the Final Statement, the Contractor shall give to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to Sub-Clause - 43.8, has been made and the performance security referred to in Sub-Clause - 22 of Section I, if any has been returned to the Contractor.

43.8 Within 30 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Contractor a Final Certificate stating:

- a) the amount which, in the opinion of the Engineer, is finally due under the Contract, and
- b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than Clause -33, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

#### 44. **Time limit for payment of final bill:**

The contractor's final bill shall be passed for payment within three months after the issue of Taking over certificate by the Engineer provided the contractor has fully complied with the requirements under the contract. If the amount payable under any running bill is not sufficient to cover deductions to be made under the contract, the balance outstanding shall be paid by the contractor in cash within fifteen working days from the date of receipt of the written notice issued 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 claim shall be dealt with as provided in the contract.

45. **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.

46. **Cessation of Employer's liability:**

The Employer shall not be liable to the contractor for any matter or 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 issue of the maintenance certificate under this clause.

47. **SAFETY CODE**

The Contractor shall scrupulously adhere to and observe the following safety codes:

- i. Hoisting machines and tackles used in the Works including their attachments, anchorage and supports shall be in perfect condition as per stipulations of the relevant Rules. The ropes used in hoisting or lowering materials or as means or suspension shall be of durable quality and adequate strength and free from defects.
- ii. Workers employed shall be provided with protective footwear and rubber hand gloves and other gears. Those engaged in welding Work shall be provided with welder's protective eye shield and gloves.
- iii. All Safety Rules shall be strictly followed while Working on live electrical systems or installations as stipulated in the relevant Rules.

48. **LIFE SAVING APPLIANCES AND FIRST AID**

The Contractor shall provide and maintain upon the Works, sufficient, proper and efficient life saving appliances and first aid equipment to the approval of the Engineer. The appliances and equipment shall be available for use at all times.

49. **PORT TRUST RULES**

49.1 The Contractor shall observe the conservancy rules relating to the Harbour and shall always take such necessary additional steps to keep the Harbour waters free of noxious or unhygienic matters coming from his Works as are required by the Engineer.

49.2 The Contractor shall always observe and comply with the Working Rules and Regulations of the Port Trust in force or as issued from time to time.

50. **DETAILS TO BE CONFIDENTIAL, DRAWINGS AND PHOTOGRAPHS**

50.1 The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Engineer.

50.2 No photograph 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 employees or any employees of his Sub-Contractors unless otherwise specifically mentioned in the Contract without the approval of the Engineer.

**51. NOTICE:**

**51.1 Notice to Contractor:**

All certificates, notices or instructions to be given to the contractor by the Engineer under the terms of the contract shall be sent by post, cable, telex or facsimile transmission to or left at the contractor's principal place of business or such other address as the contractor shall nominate for that purpose and or the local office at site of work.

**51.2 Notice to Employer and Engineer:**

Any notice to be given to the employer or to the engineer under terms of the contract shall be sent by post or left at their following address:

CHAIRMAN / CHIEF ENGINEER,  
CHENNAI PORT TRUST,  
CHENNAI – 600001.

**51.3 Change of Address:**

Both parties may change a nominated address to another address in the country where the works are being executed by prior notice to the other party, with a copy to the Engineer, and the Engineer may do so by prior notice to both parties.

(To be executed on Rs.100/--non-judicial Stamp Paper)

[The successful Tenderer shall fill in this form in accordance with  
the instructions indicated]

This CONTRACT AGREEMENT is made

This \_\_\_\_\_ day of \_\_\_\_\_(month) **TWO THOUSAND AND SEVENTEEN.**

BETWEEN

1. The Board of Trustees of the Port of Chennai, a body corporate under Major Port Trusts Act 1963, as Amended thereafter, under the Laws of India and having its principal place of business at No.1 Rajaji Salai, Chennai – 600 001. (hereinafter called “the Employer”) and

2. \_\_\_\_\_ [incorporated under] the laws of [country of contractor] and having its principal place of business at [address of contractor] (hereinafter called “the (contractor)”).

Whereas the Employer invited Tenders against Tender no. **T/WMA3/19/2017/E** for execution of **“Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division”** and has accepted a Tender by the Contractor in accordance with the tender conditions, in the sum of \_\_\_\_\_ [Contract Price in words and figures, expressed in the Contract currency(ies) [hereinafter called “the Contract Price”]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall constitute the contract between the Employer/Board and the contractor, and each shall be read and construed as an integral part of the contract:
  - i. This contract Agreement
  - ii. General conditions of contract

- iii. Technical requirement (including schedule of requirements and Technical specification, drawings)
- iv. Notice Inviting Tender
- v. The contractors bid and original price schedule
- vi. The employer/Board's notifications of award
- vii. Other relevant documents

AND WHEREAS

CHENNAI PORT TRUST accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

- 3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with CHENNAI PORT TRUST that CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
- 4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the CHENNAI PORT TRUST does hereby agree with CONTRACTOR that CHENNAI PORT TRUST will pay to contractor the respective amounts for the work actually done by him and approved by EMPLOYER as per payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to CHENNAI PORT TRUST for the services rendered by CHENNAI PORT TRUST to Contractor as set forth in CONTRACT and such other sums as may become payable to CHENNAI PORT TRUST towards loss, damage to the CHENNAI PORT TRUST's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [name of the contract governing law country] on the day, month and year indicated above.

For and on behalf of and by authority from the Chairman of the Board of Trustees, under section 34(1) of the Major Port Trust Act 1963.

Signed:

in the capacity of Chief Engineer, Chennai Port Trust, Chennai

In the presence of

Witness:

- 1.
- 2.

For and on behalf of the Contractor

Signed:

Designation:

In the presence of

Witness:

- 1.
- 2.

## **CHENNAI PORT TRUST**

### **Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division**

#### **SECTION - V – Part I – Preamble to Bill of Quantities**

Schedule of approximate quantities and rates

##### **General**

The contractor's attention is drawn to the conditions of contract, the specifications and the drawings all of which are to be read in conjunction with the Bill of Quantities hereinafter. Directions and descriptions of work and material given in the other parts of the Contract Documents are not necessarily repeated in the Bill of Quantities.

The total cost of complying with all the provisions, conditions, obligations and liabilities etc. described in the contract and of carrying out the works as specified including, but not by way of limitation, all charges and the rates and prices inserted in the Bill of Quantities hereinafter unless expressly otherwise provided for in the contract. Consequently, the contractor shall have no claim for further or extra payment in respect of any work or rates and prices set against each item are to be for full and / or described in the specification which can reasonably be inferred there from and are to cover the cost of provision of all labour, materials, tools, tackles, plants, equipment, fuel etc. all as per conditions stipulated elsewhere. The rates shall also include all contingent cost and charges whatsoever including all taxes such as Value Added Tax and general tax and all the contractor's obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

The prices quoted by the tenderer shall cover the entire incidental works involved in completing the items of work without entitlement for any extra payment. The price quoted by the tenderer shall be firm till the completion of the contract. No increase in price over and above the original rates quoted by him in the tender will be considered. The contractor shall not be entitled to any payment for works carried out by him for his constructional convenience. The contractor shall take precautions to see the

electrical cables / water line / drainage line / fire fighting line are not damaged during execution of work.

The quantities given in the Bill of Quantities are estimated and provisional with the exception of lump sum items, the basis of payment shall be the actual quantities of work ordered and carried out as measured by the contractor and verified by the Engineer or his representative and valued at the rates and prices specified in the Bill of Quantities, where acceptable and otherwise at such rates and prices as the Engineer may fix within the terms of the contract.

The quantities of work and materials stated in the Bill of Quantities shall not be considered as limiting or extending the amount of work to be done or material to be supplied by the contractor.

The contractor is deemed to be familiar with all site conditions at the Port Site, weather all site investigation records, available means of access and the locality of any existing services and working restrictions due to testing site features or other contractor's works in order to execute the works.

General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. The contractor is deemed to have referred to the relevant sections of the contract documentation and prices incorporated against each item in the Bill of Quantities.

The method of measurement is described in the following preambles and / or is demonstrated in the measured items included in the Bill of Quantities

Provisional Sums included and so designated in the Bill of Quantities shall be expanded in whole or in part at the direction and discretion of the Engineer.

Unless separate items are measured, rates and prices must include for all testing in accordance with the specification.



The following abbreviations have been used:

LS	-	Lump Sum
M /m	-	metre
M2/ m2	-	Square metre
M3/ m3	-	Cubic metre
T/t /Te/ te/MT	-	tonne
wk	-	week
No./Nos	-	Number/ Numbers
Rs.	-	Indian Rupee
KG	-	Kilogram
RM/Rm	-	Running metre
Lit	-	Litre

2.

## **2. MEASUREMENT**

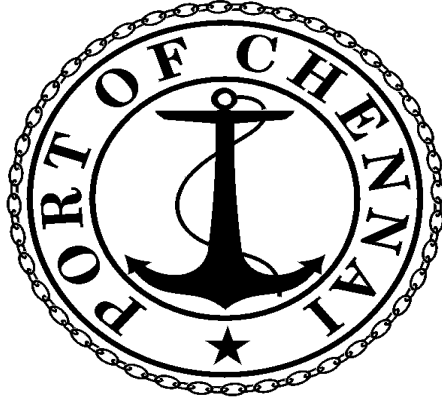
### **2.1 General**

Unless stated or billed otherwise, quantities shall be measured in accordance with IS: 1200 and are net as they are finished and fixed in the works. The rates and prices shall include whatever allowance is considered by the contractor to be necessary for working area, construction slopes, batter etc. The method of measurement shall comply with the provision hereafter.

## **3.0 PAYMENT**

### **3.1 General**

Payment shall be made on the recorded measurements and the contractor will have to prepare and submit by himself the bills in the prescribed form once in a month, Payment will be made ordinarily once in a month.



**Tender No. T/WMA3/19/2017/ E**

**Tender for Replacing the damaged AC sheet roofing at JD- I,  
III & V transit shed in Ex(C)B Division**

**[THROUGH E-PROCUREMENT MODE](#)**

Volume – II  
(Price Bid)

Due Date of online submission : 15.00 Hrs. on 25.04.2017  
**Due Date & Time of bid opening : Intimated Later**

## CHENNAI PORT TRUST

### **Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division**

#### **VOLUME II Item Rate BOQ PRICE BID**

(Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal)

**Tender Inviting Authority : CHIEF ENGINEER, Chennai Port Trust**

**Nature of work: Tender for Replacing the damaged AC sheet roofing at JD- I, III & V transit shed in Ex(C)B Division**

**Contract No: T / WMA 3 /19 / 2017 /E**

**Bidder  
Name :**

#### PRICE SCHEDULE

**(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**

<b>SI.No</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Basic RATE In Figures To be entered by the Bidder Rs. P</b>	<b>Total Amount</b>	<b>Total AMOUNT in Words</b>
<b>1.00</b>	1. Removing the damaged AC sheet roof/ cladding /Ridge piece etc., at JD- I, III & V transit sheds as directed without damaging the near by structures including stacking and disposing the broken AC sheet board to the low lying areas inside the harbour within a lead of 1Km and handing over the serviceable materials if any to the departmental stores all as per drawing and as directed at site of work, including all labour, materials, tools, transport, fuel, equipments etc., complete.	950.00	1M <sup>2</sup>  (One Square metre)			Rupees only

2.00	2. Supplying and fixing of AC sheet to the required size at JD- I, III & V transit sheds and fixing in proper position for roof portion with necessary "J" bolt and washers & accessories including providing scaffolding, all as per drawing and as directed at site of work, including all materials, labour, tools, transport, fuel, etc., complete.	2000.00	1M <sup>2</sup> (One Square metre)			
3.00	3. Supplying and fixing of new ridging AC sheet to the required size at JD- I, III & V transit sheds and fixing in proper position for roof portion with necessary "J" bolt and washers & accessories including providing scaffolding, all as per drawing and as directed at site of work, including all materials, labour, tools, transport, fuel, etc., complete.	100.00	1Rm (One Running metre)			
4.00	4. Providing brickwork using approved quality bricks of class designation 50 in CM 1:5 (1 cement : 5 coarse river sand) for superstructure walls etc., and wherever required all as per relevant specifications and as directed at site of work including scaffolding, curing including all materials, cement, labour, tools, equipments, transport, fuel, etc., complete.	100.00	1M <sup>3</sup> (One cubic metre)			
5.00	5. Preparing the surfaces of existing walls and plastering at JD- I, III & V transit sheds in cement mortar 1:5 (1 cement : 5 clean fine river sand), 12mm thick to the required finish all as directed, including cement and other materials, labour, tools, equipments, scaffolding, curing etc., complete.	200.00	1M <sup>2</sup> (One Square metre)			
<b>Total in Figures</b>		<b>00</b>				
<b>Total in Words</b>						