CHENNAI PORT TRUST
No. 1 RAJAJI SALAI
CHENNAI – 600001

Tender for “Painting work for exterior wall surface of EME-III
office building opposite to Central workshop”

TENDER NOTICE No. T/ WMA3/ 80 /2008/E

CHIEF ENGINEER
Engineering Department
CHENNAI PORT TRUST

Tender for “Painting work for exterior wall surface of EME-III office building opposite to Central workshop”

Page No.

1. Section – I General Rules and Directions for the guidance of the tenderer 1
2. Form of tender 6
3. Appendix to Form of tender 8
4. Memorandum 9
5. Section - II General description of work and other conditions 11
6. Section - III Specification of materials and works 25
7. Section - IV General conditions of contract 29
8. Preamble to Bill of Quantities 60
9. Section - V Bill of Quantities 61
10. Form of Bank Guarantee 63
11. Form of Agreement 64

∗ ∗ ∗ ∗ ∗
CHENNAI PORT TRUST

Tender for “Painting work for exterior wall surface of EME-III office building opposite to Central workshop”

SECTION - I
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF THE TENDERERS

1. The Tender shall be signed by person or persons so authorised by the Tenderer with signature duly witnessed and Company seal affixed. The Power of Attorney (in original) authorising the signatory/s of the Tender shall be enclosed.

2. The Tenderers are advised to examine the Tender document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed in the Tender Documents, these shall be referred to the Superintending Engineer (MDO), Chennai Port Trust, in writing or by cable (hereinafter the term “cable” is deemed to include ‘E-Mail’ and ‘Facsimile’), so as to reach him at least one week before the date fixed for opening of the tender. The Port will respond to any request for clarifications and the copy of such response will also be forwarded to all purchasers of the tender documents including a description of the enquiry. It is to be noted that no queries, clarifications will be received after period stipulated above.

3. Any time prior to the opening of the tenders, the Engineer may modify the Tender document by issuance of addenda, which shall be in writing and sent to all the tenderers who had purchased the tender documents. Such addenda will be numbered and be returned by the Tenderers as part of their Tender.

4. Permission to visit the site will be given during the Tender period on prior application to the Superintending Engineer (MDO), Chennai Port Trust. Any further information may be obtained on application in writing to:
   Executive Engineer (C) MDO,
   Chennai Port Trust,
   Rajaji Salai,
   Chennai – 600 001. INDIA.
   Fax: 044 - 25360968

5. All recipients of the Tender documents for the purpose of submitting a Tender shall treat the contents of the document as private and confidential. Those who are not participating in the Tender shall return the documents to the Engineer, before the date fixed for opening of Tender along with the forwarding letter.

6. The Employer will not be responsible or pay for any expenses which may be incurred by any Tenderer in connection with the visits to and examination of the Site or for the preparation of his Tender for submission.
7. The “Instructions for Tendering” shall also form part of the Contract, though they are intended to aid the Tenderers in the preparation of their Tender.

8. Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason and without any liability. No representation whatsoever will be entertained on this account.

9. **Conditions relating to payment and refund of Earnest Money Deposit:**

9.1 Each tender should be accompanied by an Earnest Money Deposit (EMD) amounting to **Rs.5,200/- (Rupees Five thousand two hundred only)** which shall be in the form of (i) Cash, (ii) Demand Draft / Pay Order from any Nationalised Bank / Scheduled Bank drawn in favour of Chairman, Chennai Port Trust, Chennai 600 001.

9.2 In Case of 9.1(i), the cash should be deposited at the office of the Accounts Officer (Cash), Chennai Port Trust before 12.00 Noon on the date of opening of tender and the receipt obtained for the payment should be enclosed with the tender.

9.3 In this case of 9.1(ii), the Demand Draft / Pay Order, the same should be enclosed with the Tender and should not be sent separately.

9.4 Under no circumstances should currency note be enclosed in the cover containing the Tender as Earnest Money.

9.5 No other form of deposit towards Earnest Money shall be accepted.

9.6. Tenders not accompanied by the Earnest Money Deposit in the manner prescribed by the Trust will be summarily rejected.

9.7.1 However 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.,

**NOTE: To claim under Clause 9.7.1 above, the tenderers are required to produce an attested copy of the NSIC registration Certificate. The attestation should be from a Gazetted Officer of Central /State Government. The exemption from the payment of EMD will be allowed only if the tender item of work / supply is covered in the enlistment statement attached to the NSIC certificate. No claims for exemption without the details stipulated above will be considered**

9.7.2. The Graduates and Diploma Holders in Civil Engineering who have passed the qualifying examination and have obtained respectively the degree or diploma from the recognised Universities and Institution may get themselves directly registered in ‘D’ or ‘E’ class by applying in the prescribed form to be accompanied by a Degree / Diploma Certificates and Solvency Certificate and on payment of necessary Registration Fee. They shall be exempted from the payment of (i) Earnest Money and (ii) Security Deposit to the extent of 50% of what is normally due in each case. In respect of remaining 50% of the
Security Deposit a nominal amount of 1% of the estimated cost subject to a minimum amount of Rs.100/- shall be recovered initially and rest by a pro-rata deduction from bills.

NOTE: The above concession will be available for a period of 5 years from the date of passing respective Degree and Diploma Examinations.

9.8 The refund of EMD will be made as given below:

9.8.1 The refund of EMD to all tenderers other than the three lowest and technically suitable tenderers will be made within one month from the date of opening of tender. The EMD of the two tenderers other than the tenderer whose offer is accepted will be refunded within a period of one month after finalisation of the Award of contract.

9.8.2 The EMD of the successful tenderer will be refunded only after the remittance of security deposit. Alternatively, the successful tenderer shall when his tender is accepted furnish security as specified in clause 11 here under after giving credit to the amount deposited by him as earnest money.

9.9. No interest will be allowed on the earnest money from the date of its receipt until it is refunded. The Earnest Money shall retain its character as such till the successful tenderer furnishes the security deposit.

10. Telegraphic offers will be treated as defective, invalid and rejected. Only the detailed complete offers received prior to the closing time and date of the tender will be taken as valid.

11. SECURITY DEPOSIT FOR THE DUE PERFORMANCE OF THE CONTRACT.

11.1 Security Deposit

A sum worked out on the basis of 5% of the accepted tender shall be deposited by the contractor towards Security Deposit for the performance of the contract within 10 days of receipt of work order or before the commencement of work whichever is earlier. However, the Employer / Engineer may relax the time limit of 10 days and extend it by further period as deemed fit in extraordinary circumstances for the reasons recorded by him. The successful tenderer may also furnish security as specified above after giving credit to the amount deposited by him as Earnest Money Deposit pursuant to Clause 9.1 of Section I. If the Security Deposit is not deposited in time as prescribed above, the work order shall stand cancelled automatically and Earnest Money Deposit will be forfeited.

The Security Deposit may be in the form of Cash, Irrevocable Bank Guarantee, Government Securities or approved Bank Deposit Receipts.

Bank Deposit Receipts must be made out in the names of the Chairman, Chennai Port Trust and securities must be endorsed in favour of the Trustees of the Port of Chennai or order if required accompanied by transfer in favour of the Chairman. No interest will be allowed on cash deposit but bank deposit receipts when returned will be endorsed to the depositor's name together with any Bank interest that may have accrued thereon.
If the tenderer elects to place the security amount in Fixed Deposit with a Nationalised Bank / Scheduled Bank, he does so at his own risk. The bank deposit receipt in such a case shall be held by the Chairman entirely at the risk of the tenderer and the Chennai Port Trust Board shall not be liable to make good any loss relating to the deposit due to the failure of the Bank or any other cause. The Chairman may at his discretion require the tenderer at anytime to replace the bank deposit receipt by cash or Government Bond for amount of security and the tenderer shall be bound to replace the deposit accordingly. The tenderer can also furnish towards security deposit, irrevocable bank guarantee from State Bank of India or their associates or any Nationalised Bank or from Scheduled Banks issued by their branches at Chennai and encashable at Chennai, in the form as in the specimen given in this schedule without any modification.

1. The tenderer shall enclose copy of the letters issued by the Bank to their respective branch at Chennai, authorising Chennai branch to honor, pay the proceeds to Chennai Port Trust and debit the issuing Branch in case of invocation of BG as per Guarantee terms.

2. The Tenderer shall enclose copy of the acceptance letter issued by the Chennai branch of their respective Bank that they will honor and pay the proceeds of BG to Chennai Port Trust in the event of Chennai Port invoking the BG as per terms and conditions of BG.

The Tenders with outstation BG received without authorization letter of the issuing Bank as stated in (1) above and without acceptance letter of the respective delegated Bank branch at as stated in (2) above will be treated as invalid BG and the Tender will be considered as non responsive and summarily rejected.

The cost of complying with the requirement of the above Clause shall be borne by the contractor.

11.2 **Period of Validity of Security Deposit**

The Security Deposit shall be valid throughout the period of contract including the maintenance period and will be refunded / returned to the contractor within 30 days after the expiry of maintenance period.

11.3 **Claims under Security Deposit**

Prior to making a claim under the security deposit the Employer shall, in every case, notify the contractor stating the nature of the default in respects of which the claim is to be made.

12. **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 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.

The price quoted by the tenderer must be firm and should hold good at least for **sixteen weeks** from the date of opening of the tender. They should be inclusive of Sales Tax or any other Tax, Duties etc., the Board does not bind itself to accept claims for extra payments for items not included in the tender.

The Port does not bind itself to recommend for acceptance the lowest or any tender or to assign any reason for non-acceptance and reserve to itself the right to divide the contract between two or more tenderers.

Only such vehicles as are licensed by the Board will be permitted to enter into the Harbour premises.

The tenderer shall enclose General Rules and Directions for the Guidance of Tenderers (Section I), General Description of work and other conditions (Section II), Specification of Materials and works (Section III), General Conditions of Contract (Section IV), Preamble and Bill of Quantities (Section V), Schedule of Drawings (Section VI), Form of Agreement supplied by the Port along with the tender documents, duly signed and stamped on all the pages of documents in token acceptance of all the conditions stipulated therein in a sealed cover super scribed the name of the Tender, Tender Number and sender's address. The sealed cover shall be submitted to the office of the Executive Engineer (C) MDO, 3rd floor, Old Administrative office building, Chennai Port Trust, No.1, Rajaji Salai, Chennai – 600 001, not later than **1500 hrs on 04.06.2008**. Tenders will be opened at the Office of the Executive Engineer (C) MDO, Maintenance Drawing Office, Engineering Department, Chennai Port Trust **at 1515 hrs on the same day**, in the presence of the tenderers who have paid the Earnest Money in the prescribed manner including those specifically exempted from payment of EMD subject to producing relevant evidence or their authorised representative in writing who are present at the time. Representatives of the firms who have not paid the Earnest Money as specified in the tender should produce a copy of the exemption letter if the tender opening Officer desires so. Eligible tenderers as above should send letter of authorisation with attested specimen signature of their representatives who are deputed to attend the opening of tenders. Representatives without such authorisation letters may not be permitted to be present to witness the opening.

**Conditions stipulated by the Tenderer**

The tender shall be based on the conditions and specifications stipulated in the tender documents. The tenderer shall not stipulate any new condition and shall quote the rates based on the conditions of the tender issued only. Conditional Tender will be treated as non-responsive and are liable to be rejected.
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,

1. 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 above named work, we offer to execute the work of tender for “Painting work for exterior wall surface of EME-III office building opposite to Central workshop” in conformity with the said drawings and Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of Rs..............................(Rupees............................................. (Amount need not 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 the Bank Guarantee from a Nationalised Bank or a Scheduled Bank in India approved by Government to be bound in a sum equivalent to 5% of the above-named sum in the form annexed hereto or deposit the above mentioned sum in Cash or in the form of Indian Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Nationalised Bank or Scheduled Bank in India as Security for the due performance of the Contract. Security Deposit Bond in the format will be furnished as in the Schedule.

4. We agree to abide by this Tender for the period of sixteen weeks 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 sixteen weeks 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. 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) 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.

8. We have furnished Earnest Money in the form of Cash, Pay Order / Demand Draft issued by ........................................................ payble at Chennai in favour of the Chairman, Chennai Port Trust, Chennai – 600 001 for the amount of Rs.5,200/- (Rupees Five thousand two 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 - 11 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 towards Retention Money till the whole of the Retention Money at 3% of the Contract Sum is realised.

10. We agree to execute all the works referred to in the Tender Documents as per 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: 2. Signature:
Name: Name:
Address: Address:
# APPENDIX TO FORM OF TENDER

## CLAUSE/Section

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong></td>
<td><strong>Amount of Security Deposit</strong></td>
</tr>
<tr>
<td><strong>11.1/Section I</strong></td>
<td><strong>5 % of the contract price</strong></td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td><strong>Date of commencement</strong></td>
</tr>
<tr>
<td><strong>23/Section II</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>3.</strong></td>
<td><strong>Period of completion</strong></td>
</tr>
<tr>
<td><strong>23/Section II</strong></td>
<td><strong>3 (Three) months from the date of commencement of work</strong></td>
</tr>
<tr>
<td><strong>4.</strong></td>
<td><strong>Retention Money</strong></td>
</tr>
<tr>
<td><strong>35/Section II</strong></td>
<td>Retention Money at 5% will be deducted from each running bill Subject to a maximum accumulation of 3% of the contract price.</td>
</tr>
<tr>
<td><strong>5.</strong></td>
<td><strong>Liquidated damages</strong></td>
</tr>
<tr>
<td><strong>33/Section IV</strong></td>
<td><strong>½ % (half percent) per week, or, part thereof, the total value of the contract, subject to a maximum of 5% of the total value of contract.</strong></td>
</tr>
<tr>
<td><strong>6.</strong></td>
<td><strong>Advances</strong></td>
</tr>
<tr>
<td><strong>32/Section II</strong></td>
<td>No advance payable</td>
</tr>
<tr>
<td><strong>7.</strong></td>
<td><strong>Escalation</strong></td>
</tr>
<tr>
<td><strong>36/Section II</strong></td>
<td>The quoted rates shall be firm throughout the tenure of the contract. No escalation is payable</td>
</tr>
<tr>
<td><strong>8.</strong></td>
<td><strong>Issue of cement</strong></td>
</tr>
<tr>
<td><strong>28/ Section II</strong></td>
<td>The Cement will be procured by the contractor at his own cost.</td>
</tr>
<tr>
<td><strong>9.</strong></td>
<td><strong>Issue of Steel</strong></td>
</tr>
<tr>
<td><strong>29/ Section II</strong></td>
<td>Not required for this work.</td>
</tr>
</tbody>
</table>

Signature .................................................................

For and on behalf of .............................................
................................................................................

Date.......................
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.

**Memorandum**

1. **General Description**: Tender for “Painting work for exterior wall surface of EME-III office building opposite to Central workshop.”

2. **Estimated Cost**: Rs.2,56,628.40

3. **Earnest Money**: Rs. **Rs.5,200/-**

4. **Security Deposit**: 5% of the accepted tender value in the form as specified in Clause –11 of Section I.

5. **Retention Money**: 5% recoverable in each interim bill subject to a maximum accumulation of 3% of the contract price as per Clause 35 of Section II.

6. **Period of Completion**: 3 (Three) months 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.5,200/- is hereby forwarded in Cash/Demand Draft / Pay Order from Nationalised Bank / Scheduled Bank 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 behalf of .................................

Date.......................................................
CHENNAI PORT TRUST

Tender for “Painting work for exterior wall surface of EME-III office building opposite to Central workshop ”.

SECTION - II

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

1. The works covered under this tender is Tender for “Painting work for exterior wall surface of EME-III office building opposite to Central workshop” The details regarding the location, etc., are shown in the drawing enclosed under schedule of drawings. The main items of works covered in this tender are as follows:-

   1. Scrapping thoroughly the inner walls and exterior walls above 10m height.
   2. Plastering the wall surface in C.M 1:3 -20mm thick.
   3. Preparing the surfaces of walls and applying two coats of exterior Acrylic emulsion paint (ACE) over a coat of primer.
   4. Chipping and removing the wall plastering in c.m above 10m ht.
   5. Painting - Syn.Enamel paint (colour) 2 Coats on old steel members and old wooden surface.

1.1 The tenderers shall note that the entire work covered under this tender is a time-bound work and shall be completed within Three months from the date of commencement as reckoned under Clause 23 of this section. Hence, immediately on award of contract, the contractor shall submit to the Engineer's representative for his consent a programme, in such form and detail, as the Engineer’s representative shall reasonably prescribe, for the execution of the works. The contractor shall whenever required by the Engineer’s representative, 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.

1.2 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 stipulated period of completion.

1.3 The contractor shall also provide to the Engineer for his information, a detailed cash flow estimate of all payments to which the contractor will be entitled under the contract and the contractor shall subsequently supply revised cash flow estimates, if required to do so by the Engineer.

1.4 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 operation for stacking materials 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 port premises subject to availability, if required by the contractor free of rental charges. 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 ground and subsurface (so far as is practicable), the form and nature of the site, the stacking and movement of the traffic, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent 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, 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.

5.1 Value Added Tax (VAT) on works contract at the rate of 2% of the value of work done shall be recovered from the Running Works Bills and remitted to Government of Tamil Nadu’s VAT provision. Necessary certificate towards such deduction at source will be issued to the contractor by the Accounts department.

5.2 Further, if the provision of “Value Added Tax” (VAT) becomes applicable in place of and/or as a supplement to the existing Sales Tax provisions, the VAT shall be to the account of the tenderer and the port will neither reimburse nor claim any difference on account of the same.
6. 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.

7. 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. The rates are to be for in-situ and complete in every respect.

8. 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%. 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.

9. The work has to be carried out in the existing residential area. If there is a delay in handing over the site, the period of completion of work shall be suitably adjusted at the discretion of the Engineer. Depending upon the date of handing over the site to the contractor, the Engineer at his discretion may grant extension of time, as he considers reasonable for the proper completion of work. 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.

10.1 Drains, 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.

10.2. Should any damage be done by the contractor to any mains, pipes, cables or lines (whether above or below ground) 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.

11. The Board shall not be held liable for any damage 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.

12. **Damage to persons and property:**

The contractor shall (except if and so far as the specification provided otherwise) indemnify and keep indemnified the Board 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, 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 Board 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 Board to construct the works or any part thereof on over under or in 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 Board, its 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.

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 within the prescribed time to the competent authorities to which such report is required to be made by law.

13. **Materials brought to site:**

Materials required for the works, whether brought by the Contractor or supplied by the Trust should 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 Trust and shall not be removed off the site without the prior written approval of the Engineer or his representative. 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 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.

14. **Care of works:**
From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever (save and except the excepted Risks as defined in Clause 15 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 contact shall also be liable for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of complying with his obligations under Clause 19 & 20.

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 20.

15. **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.

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.

17.1 **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.

17.2 **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.
18. **Remedy of Contractor’s failure to insure:**
If the contractor shall fail to effect and keep in force the insurance referred to the **Clauses 17.2** 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.

19. **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 Trust 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.

20 **Defects liability:**

20.1 **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.

20.2 **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.

20.3 **Cost of Remedy 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.

20.4 **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.

21. **Special Risks:**

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

21.1. 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”).

21.2. **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.

21.3. **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.

21.4 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.

21.5 Removal of plant on termination:
If the contract shall be terminated under the provisions of the preceding clause, the contractor shall with all reasonable despatch remove from the site, all constructional plant and shall give similar facilities to his sub contractors to do so.

21.6 Payment if contract terminated:
If the contract shall be terminated as aforesaid, 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 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).

iii. 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.

iv. Any additional sum payable under the provisions of Clause 21.4.

v. 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.

vi. 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.

Always provided 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.

22. 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.

23. **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 3 (Three) months from
this date.**

24. **Taking-Over Certificate:**

24.1. 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.

24.2. **Taking-Over of Sections or parts**
Similarly, in accordance with the procedure set out in **Sub-Clause
24.1**, 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.

Being an operational area, the area is busily occupied and hence any
area, which the Employer elected to occupy or use prior to completion
of the total work cannot be construed as completion of the works on
any segment and no Taking Over Certificate shall be issued for such
segment wise completion.
21

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

25. **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 20.** 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.

**PART – II THE FACILITIES AVAILABLE:**

26. **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.

27. **SERVICE AVAILABLE AT COST:**

27.1. **Supply of water for the works:**
   The contractor will be provided subject to availability one point 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 rate prevailing from time to time 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 overhauling. The contractor shall not claim damages for stopping water supply for any reason whatsoever.

   In case the department is unable to supply water for any reason, the contractor shall sink a well at his own cost near the site of work subject to the suitability of water for the work and then remove them on completion of work. Before sinking wells, he should obtain the approval of the Engineer regarding the location and depth. All arrangements for lifting water should be made by the contractor at his own cost. The water drawn shall be tested by the contractor at his own cost for its suitability for the work and prior approval of the Engineer shall be obtained for its use on the work. In case sub-soil water at site is found unsuitable by the test result, the contractor shall make his own arrangements to get usable water at his own cost. The decision of
the Engineer or his representative is final in this regard and binding on the contractor.

27.2. Electricity Supply for Works:
The contractor, at his own cost should arrange electrical power required for the work by providing generators. If available, Port will provide power supply at the near by distribution board only with the metering facility and not at the site of work. It is the responsibility of the contractor to make necessary cabling from the distribution board to the site. The safety of the cables and transmission will be the responsibility of the contractor.

Any extension of wiring from the above points for lighting and power and its removal after the completion of contract will have to be arranged by the contractor through licensed contractors at his own expense in such a manner as approved by the Chief Electrical Inspector to the Government of Tamil Nadu and also by of the Chief Mechanical Engineer of the Chennai Port Trust or his representative. If any extra point of supply is required, the same will be arranged by the Trust at its discretion, subject to the availability of power or other facilities and the cost of the same, as detailed below will be recovered by the Board from contractor’s bills or any other amount due to him.

The cost of such work based on the labour charges with material cost including overheads, storage and profit as fixed by the Board from time to time will be recovered from the contractor. Any materials used for such extra work will be deemed to be the property of the Trust and will not be returned to the contractor.

The cost of energy consumed by the contractor plus meter hire charges shall be recovered at the rates prevailing from time to time. The power supply shall also be subject to departmental rules and regulations as regards shutdown for repairs and overhauls. The contractor shall not claim damages for shortage or cuts in power supply for any reasons whatsoever. Whenever the contractor utilizes electricity for welding purposes from the power supply point provided, he shall use capacitors in the circuits to maintain the minimum power factor of 0.85. If the contractor is found to violate this requirement, the entire consumption recorded on the energy meter provided for power supply point shall be charged at the revised rates (i.e.,) the rate for power unit with an addition of 20% of rate per unit in addition to Central Excise surcharge of 3 paise per unit or as applicable.

28. Cement:
The Contractor shall procure the cement required for the work from the local market. For more details regarding cement refer clause 2 of Section III.

29. Steel:
Not required for this work.
30. **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.

31. **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.

32. **Advances:**
Payment of any advances is not envisaged in the contract for the present work.

**PART – III SPECIAL CONDITIONS:**

33. **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.

34. **Mode of measurement and payment:**
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. The Port shall pay 75% of the net amount of the bill (i.e. gross amount less all statutory levies such as Income Tax, Sales Tax on works contract and any other amount due to the Trust) submitted within 10 days from the date of receipt of the bill and the balance within 30 days from the date of receipt of the bill. On completion of the work or on the prior termination of the contract final measurement will be taken and account adjusted accordingly.

35. **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 20 of this section. Notwithstanding the provisions contained in clause 20 and 25 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.
36. **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.

*****
CHENNAI PORT TRUST

Tender for “Painting work for exterior wall surface of EME-III office building opposite to Central workshop”.

SECTION - III

Part I - 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:**
   
   The quantity of cement required for the work to be supplied by the contractor at their own cost:
   
   2.1 The contractor shall procure 43 Grade (conforming to IS 8112) 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.
   
   2.2 Supply of cement shall be made in 50-Kg bags bearing manufacturer’s name and BIS marking.
   
   2.3 If so desired, 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 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 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.
   
   2.6 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. The Engineer or his representative shall work out the theoretical consumption of cement on the standard formula as laid down. 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.
2.7 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.

2.8 A Copy of the bills shall be submitted by the contractor for the supply of cement.

3. **Steel:**
   Not required for this work.

4. **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, alkalis, 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. The grading of fine aggregate for concrete 1:1.5:3 shall be within the limits of either zone I or zone II of the IS 383, table 4.

   ii. **Coarse Aggregate:**
   Not required for this work.

   iii. **Storage of Aggregates:**
   Not required for this work.

5. **Works Tests on Aggregates:**
   Not required for this work.

6. **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. Potable water is generally considered satisfactory for mixing. The PH value of water shall be not less than 6. Sea water shall not be used for mixing or curing.

7. 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.

8. 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.

9. All the work shall be carried out as per relevant specifications and to the satisfaction of the Engineer.
10. 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.

**Part II - Specification of works.**

1. **Materials**
   The materials like cement, water, sand, etc. required for the work shall conform to Section III Part - II “Specification of Materials”.

2. The working area should be cordoned off from the rest of the area and other operational area and there should be no obstruction / hindrance to the functioning of the Harbour and other operations / works 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. Traffic shall be excluded from the newly constructed structure for a period of 14 days. Before the area is opened to traffic, it shall be cleaned.

3. 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.

4. 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. 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.

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.

5.1 **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 in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the contract.

5.2 **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.

6. 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 “Painting work for exterior wall surface of EME-III office building opposite to Central workshop”.

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 Trust’s 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 Superintendent 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.

1.20 “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 – 23 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 – 23 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 – 24 of Section II.

1.33 “Retention Money” means the aggregate of all monies retained by the Employer pursuant to Clause – 35 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 mean any urgent measures which in the opinion of the Engineer-in-charge become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.

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 or except as expressly provided hereunder or elsewhere in the contract neither 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 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 the Engineer does not contradict such confirmation in writing within 7 days, 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
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 subletting or assignment of benefit or interest under this clause.

5. Extent of contract:
The contract comprises the manufacture, supply, construction, 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 construction, 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. No suit or other proceedings relating to the contract shall be filed or taken by the contractor in any Court of Law, except at Chennai.
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:

a) The Contract Agreement (if completed);
b) The Letter of Acceptance – Work Order;
c) The tender form with Appendices
d) General Conditions
e) General information and Particular specifications
f) The Drawings
g) The Priced Bill of Quantities.

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 vitiates 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.

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 the Engineer issues any further drawing or instruction 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 of this section, 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 carry out and be bound by the same.

6.10 **Responsibility Unaffected by Approval**
Approval by the Engineer, 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, designs (to the extend provided for by the contract), 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**
Save in so far as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity
supply, sanitation, cook houses, fire prevention and fire-fighting equipment, furniture other requirements in connection with such accommodation or amenities at their cost outside the Port premise. 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 colour coded passes (valid for one week) for the contractor and his staff. These passes shall be accompanied by identity cards valid for the entire period of contract. In addition to the above, white coloured passes valid for only one day will be issued for emergency use without their being accompanied by the identity card. All the above entry passes and identity cards will be issued free of cost by the concerned Divisional Engineer on a written requisition by the contractor. The contractor is solely responsible for all the details incorporated in the passes and the identity cards and 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, duplicate coloured / white passes or photo identity cards will be issued by this department subject to imposing a penalty of Rs.50/- in each case. The duplicate passes / identity cards will bear the endorsements “Duplicate issued” duly countersigned by the concerned Divisional Officer.

The contractor should produce Xerox copy of the photo identity card in the form of ration card, voter’s list for the workers engaged by him to issue the Harbour entry pass. In the absence of any ID like ration card, voter ID or Driving license, the contractor can himself issue photo ID with the particulars of name, sex, age, address, contractor’s name and signature. The Harbour entry pass can be used along with the Xerox copy of the photo identity issued by any Government authority or contractor. Also the workers shall not indulge in any other activities like pilferage or stealing the materials from the Port, for which act, the contractor only will be held responsible.

Further the list of persons engaged by the contractor with detailed address should be furnished to the executive engineer concerned and the same will be forwarded to the police station concerned for verification of character and antecedents.

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, workshops 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 If any foreigner is employed by the contractor to work within the Port premises, the later shall ensure that such a foreigner possess the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued there for from time to time. In the event of any lapse in this regard on the part of such foreigner, the contractor shall be personally held responsible for the lapse and the Board shall not be liable in any event.

9.12.2 For the purpose of necessary assistance in obtaining tax exemption for foreign technicians brought in by the contractor in connection with this contract, he shall furnish the following specific information and also comply with instructions issued there for from time to time.

a) The number of foreign technicians required.

b) The period for which each such technician is required.

c) The nature of work that would be required to be done by them and

d) The qualification and experience of the personnel proposed to be engaged.

If there is any lapse in this regard the contractor shall be personally responsible for the lapse and hold the Port Trust blameless in providing necessary assistance.

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.
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.

All lights provided by the contractor shall be placed or screened so as not to interfere with any signal lights on the Employer’s Railway or with any navigational lights or with any traffic or signal lights of any local or other authority.

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 construction of structures. 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 Harbour 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 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 should 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 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 register:**
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 workmanship, 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 a foresaid.

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 Repair works 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 equivalent to 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 as liquidated and ascertained damages and not by way of penalty, for every week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished. Such damages will be deducted from any moneys due or to become due to the contractor.
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 carry out 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 One Graduate Engineer or a retired Assistant Engineer possessing at least a recognised diploma, when the cost of works to be executed is more than Rs 10 lakhs (Rupees ten lakhs), as technical staff during the execution of this work.

However, if 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 4000/- (Rupees four thousand only) for each month of default or part thereof in the case of Graduate Engineer.

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

41. **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.

42. **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 bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor provided however, that the Engineer shall have in all such 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.
43. **Method of Measurement:**

43.1. 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.

43.2 **Records & measurements:**

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

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

43.2.2 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.

43.2.3 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.
43.3 **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.

44. **Certificate and payments:**

44.1 **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.

44.2 75% of the net amount of interim or running bill (i.e. gross amount less all statutory levies such as Income Tax, Sales Tax on works contract and any other amount due to the trust) 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.

44.3 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.

44.4 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.

44.5 **Statement at Completion**
Not later than 90 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 final value of all Work done in accordance with the Contract up to the date stated in such Taking-Over Certificate.

b) An estimate of amounts, which the contractor considers, will become due to him under the Contract.

The estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall certify payment in accordance with Sub-Clause - 44.1.

44.6 Final Statement
Not later than 60 days after the issue of the ‘Taking Over Certificate’ pursuant to Clause – 24 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”)

44.7 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 - 44.8, has been made and the performance security referred to in Sub-Clause - 11.1 of Section I, if any has been returned to the Contractor.

44.8 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.

45. 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.

46. **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.

47. **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.

48. **SAFETY CODE**
The Contractor shall scrupulously adhere to and observe the following safety codes:

i. Workers employed shall be provided with protective footwear and rubber hand gloves and other gears.

ii. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint. Suitable facemasks should be supplied for use by the Workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped. Necessary and adequate facilities shall be provided by the Contractor to enable the Working painters to wash during the period of cessation of Work.

All Safety Rules shall be strictly followed while Working on live electrical systems or installations as stipulated in the relevant Rules.

49. **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.

50. **PORT TRUST RULES**
50.1 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. Under no circumstances shall inflammable materials be allowed to spill into the Harbour waters.

50.2 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.
51. **DETAILS TO BE CONFIDENTIAL, DRAWINGS AND PHOTOGRAPHS**

51.1 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.

51.2 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.

~~~~~
CHENNAI PORT TRUST

Tender for “Painting work for exterior wall surface of EME-III office building opposite to Central workshop”

PREAMBLE TO: BILL OF QUANTITIES

(1) The prices quoted by the tenderer shall cover all the incidental works involved in completing the items of work without entitlement for any extra payment.

(2) 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.

(3) The contractor shall not be entitled to any payment for works carried out by him for his constructional convenience.

(4) The contractor shall take precautions to see the electrical cables / water line / drainage line / fire fighting line are not damaged during execution of work.

~~~~~~
**CHENNAI PORT TRUST**

Tender for “Painting work for exterior wall surface of EME-III office building opposite to Central workshop”

**SECTION - V -- Bill of Quantities**

(Schedule of approximate quantities and rates)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Probable Quantity</th>
<th>Description of work</th>
<th>Rate in Figures and in Words Rs. P.</th>
<th>Unit in Figures and in Words</th>
<th>Total Amount Rs. P.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2610 M²</td>
<td>Scrapping thoroughly the exterior wall surfaces and removing the painted surfaces using steel wire brushes, metal scrapers, etc., and washing off with water to receive new finish all as directed including all materials, labour, tools, equipments, brushes, scaffolding, etc., complete.</td>
<td>1M² (One square metre)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2610 M²</td>
<td>Preparing the surfaces of external wall surface of EME-III office building and <strong>Painting with two coats of plastic emulsion paint</strong> (Royal emulsion of Asian paints or equivalent in ICI/ Berger / Nerolac /Shalimar or other approved paints) <strong>over a coat of primer</strong> of approved colour and shade to give an even finish, all as directed including all materials, labour, scaffoldings, brushes, tools, equipments etc., complete.</td>
<td>1M² (One square metre)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>72 M²</td>
<td>Chipping thoroughly the exterior wall plastering in C.M, wherever required to the required shape, size and thickness, to receive new plastering including conveying and depositing the debris for disposal all as directed</td>
<td>1M² (One square metre)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td></td>
<td></td>
<td>including all labour, tools, equipments, scaffolding, etc., complete.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>72 M$^2$</td>
<td>Preparing the exterior surfaces of the walls, etc., and <strong>plastering in cement mortar 1:3</strong> (1cement: 3 clean fine river sand), <strong>20 mm thick</strong> to the required finish, curing, etc., all as directed at site of work including all labour, materials, tools, equipments, scaffolding, etc. complete. (The rate is inclusive of cost of the cement).</td>
<td>1M$^2$</td>
<td>(One square metre)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>230 M$^2$</td>
<td>Preparing the surfaces of <strong>old wooden members</strong> and applying two coats of good quality synthetic enamel <strong>Colour paint</strong> of Asian paints or equivalent approved make, colour and shade to give an even finish, all as directed at site including all labour, materials, brushes, tools, equipments etc., complete.</td>
<td>1M$^2$</td>
<td>(One square metre)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>40 M$^2$</td>
<td>Preparing the surfaces of old <strong>steel members</strong> and applying two coats of good quality synthetic enamel <strong>Colour paint</strong> of Asian paints or equivalent approved make, colour and shade to give an even finish, all as directed at site including all labour, materials, brushes, tools, equipments etc., complete.</td>
<td>1M$^2$</td>
<td>(One square metre)</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** =

(Rupees ----------------------------------------------------------------------Only)
FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS M/s. ................................................................. With its registered Office at ............................................................. have approached the Board of Trustees of the Port of Chennai (hereinafter called the Board) to exempt M/s................................................................. (hereinafter called the Contractors) from the demand of under the terms and conditions of the Agreement to be executed in pursuance of the terms and conditions of the Letter of intent No......................... dated ............... made by the Chennai Port Trust and the Contractors, of the Security Deposit of Rs.............................................................for the ................................................................. (Hereinafter called the said agreement) on the due fulfillment thereof on production of a Bank Guarantee, encashable at Chennai ................................................ Branch only.

WHEREAS the Board has agreed to accept a Bank Guarantee encashable at Chennai at ............................................. Branch Office towards Security Deposit. We the (Bank) ................................................................. hereby unconditionally guarantee payment of the said amount of Rs................................................................. (Rupees ................................................................. only) to be paid without any demur to the Board by M/s................................................................. on a mere demand from the Board.

NOTWITHSTANDING what is stated herein above our liability under this guarantee shall not exceed Rs................................................................. (Rupees ................................................................. only) at any time and no liability shall arise under this guarantee for claims made after .........................

Dated ................. at Chennai this day of ......
This AGREEMENT made this ......................................................... day of .................................. (Two thousand ..................................................) Between the Board of Trustees of the Port of Chennai, a body corporate under Major Port Trusts Act 1963 (hereinafter called the ‘Board’ which expression shall unless excluded by or repugnant to the context, be deemed to include the successors in office) on the one Part and ................................................................. (hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the other part.

WHEREAS the Board of Trustees of the Port of Chennai is desirous of constructing the work comprising ........................................... WHEREAS the contractor has offered to execute, complete and maintain such works at a value of Rs............. (Rupees..............................................................only) and whereas the Board has accepted the tender of the contractor and WHEREAS the contractor has furnished a sum of Rs............. (Rupees..............................................................only) as Earnest Money Deposit at the time of tendering, which will be adjusted against Security Deposit as per Clause 4 of the memorandum and the Retention Money as per Clause 5 of the memorandum will be collected by deductions from the running bills at the rates mentioned therein for due fulfillment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this agreement viz. General Condition, Form of tender with Appendix, General Information, Particular Specification, Preamble & Bill of Quantities, Schedule of Drawings & Form of Agreement.

3. The contractor hereby covenants with the Board of Trustees of Chennai Port to carry out the work in conformity in all respects with the provisions of the agreement.

4. The Board of the Trustees Chennai Port hereby covenants to pay the contractor in consideration of such constructions, completion and maintenance of the works, the “contract price” at the time and in the manner prescribed by the contract.
IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first written. The common Seal of the Board of Trustees of Chennai Port was hereunto affixed and

The Chief Engineer, thereof, has set his hand in the presence of

Signed and sealed by the contractor in the presence of Witnesses
1.
2.

Chief Engineer
The signature is made 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.

CONTRACTOR