



**KAMARAJAR PORT LIMITED
(A COMPANY OF CHENNAI PORT AUTHORITY)
(Ministry of Ports, Shipping and Waterways – Government of India)**

E- Procurement Mode

“Tender for Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road ”.

Tender No: 2025115096

VOLUME -I

Technical Bid

Due Date of Submission: 15:00 Hrs on 17.12.2025

Date & Time of Opening: 15:30 Hrs on 18.12.2025

CONTENTS

Sl. No.	Reference	Description	Page No.
1	OBR	Online Bid Reference	02
2	NIT	Notice Inviting Tender	03
3	SECTION - 1	Instructions to Bidders	11
4	SECTION -2	General Conditions of Contract-Part I Special Conditions of Contract-Part II	28 68
5	SECTION - 3	General Description of Work and Other Conditions	69
6	SECTION - 4	Contract Data	90
7	SECTION - 5	Technical Specifications of Materials and Works Material and workmanship – Part I Specification of materials – Civil works - Part II	94 99
8	SECTION - 6	Forms	107
9	SECTION -7	PREAMBLE TO BOQ	125
10	SECTION - 8	Drawings	131

ONLINE BID REFERENCE

TENDER NO.

“ Tender for Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road)”. **THROUGH e-PROCUREMENT MODE**

PERIOD OF DOWNLOADING
BIDDING DOCUMENT:

FROM 26.11.2025 TO 17.12.2025

TIME & DATE OF
PRE-BID MEETING:

NOT APPLICABLE

PLACE OF PREBID MEETING:

NO PRE-BID MEETING. HOWEVER, QUERIES WILL BE RECEIVED AND REPLIED UP TO 03.12.2025 TIME 15:00 HOURS

START DATE & TIME OF
ONLINE BID SUBMISSION:

08.12.2025 TIME 10.00 HOURS

LAST DATE & TIME FOR
ONLINE SUBMISSION OF BID:

17.12.2025 TIME 15.00 HOURS

TIME & DATE OF
OPENING OF TECHNICAL BID:

18.12.2025 TIME 15.30 HOURS

PLACE OF OPENING:

PORT ADMINISTRATIVE BUILDING,
KAMARAJAR PORT LIMITED,
VALLUR POST, CHENNAI - 600120.

TIME & DATE OF
OPENING OF PRICE BID:

AFTER EVALUATION OF TECHNICAL BID

Deputy General Manager (Civil)
Kamarajar Port Limited,
Chennai-600 120

NOTICE INVITING TENDER

- 1.0 Kamarajar Port Limited invites **Item Rate Wise tender** from reputed GST registered contractors for “Tender for providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road” under two cover system at an estimated cost of **Rs. 92,61,371/- Excluding GST** through e-procurement mode on website: e-procure.gov.in.

Tender No:	
Name of the work	“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road” on Item Rate contract.
Estimated value of work put to tender (in INR)	Rs. 92,61,371/- Excluding GST
Bid Security / EMD	Rs.1,85,227/- in the form of Demand Draft
Period of contract	06 Months.
Period of Online issue of tender documents	FROM 26.11.2025 to 17.12.2025
Last date of Receiving Queries / Clarifications	03.12.2025 TIME 15:00 HOURS
Pre-bid Meeting, time and Place	Not Applicable
Pre-Bid Clarification and Contact person	Deputy General Manager (Civil) and Senior Manager (Civil) 044 – 27950023 karuppiah@kplmail.in selvaraj@kplmail.in 9600054474.
Last date & time for online submission of Bid	17.12.2025 TIME at 15.00 HOURS
Date, time and Place of opening of Technical Bid	18.12.2025 TIME 15.30 HOURS at Port Administrative Building, Kamarajar Port Limited, Vallur Post, Chennai-600120.

- 1.1 The complete tender document including drawings can be downloaded from KPL website: www.kamarajarport.in and e-procurement portal link and submit online as tender offer on or before the due date and time of submission.
- 1.2 The offer (both Techno-Commercial & Price) must be valid for a minimum of 90 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
- 1.3 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in **Clause No.5** of Instructions to bidders. Bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.
 - i) Average annual financial turnover of the firm during the last three years ending till the previous year of tender notification should be at least **Rs. 27,78,411/-**.
 - ii) Experience of having successfully completed similar works during last 7 years (ending last day of month previous to the one in which tender applications are invited) i.e., should be either of the following
 - (a) Three similar completed works each costing not less than **Rs. 37,04,548/- (excluding GST) (40% of Estimated cost) or**
 - (b) Two similar completed works each costing not less than **Rs. 46,30,686/- (excluding GST) (50% of Estimated cost) or**
 - (c) One similar completed work each costing not less than **Rs. 74,09,097/- (excluding GST) (80% of Estimated cost)**

NOTE: “Similar Work” means having experience in executing “Civil engineering works which includes Supply & fixing of Chain link fencing/barbed wire fencing/razor wire fencing/welded mesh fencing” to the Port / Railways / PWD / Central / State Governments / Central / State PSUs / Private reputed organization.

For substantiating the above similar work, the bidder should submit the work order, work completion certificates along with the executed Bill of quantity (BoQ).

The value of similar works completed by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience. The base year shall be taken as 2024-2025.

Year	Multiplication factor
FY 2024-2025	1.00
FY 2023-2024	1.07
FY 2022-2023	1.14
FY 2021-2022	1.21
FY 2020-2021	1.28

FY 2019-2020	1.35
FY 2018-2019	1.42

Note:

1. Bidder should indicate actual figures of costs and amount for the works executed by them in the schedule without accounting for the above-mentioned factors.

2. The financial year of completion for the similar completed works shall be taken into account while applying multiplication factors for arriving current cost level.

Documentary proof such as copy of work order/ agreement and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turnover certified by Chartered Accountant for meeting qualification criteria, either in 'Original' or 'Notarized' / self attested shall be submitted along with the technical bid link through e-procurement mode. In case of self attested documents, the bidder has to produce the original document for verification before award of work.

iii) The contractor shall submit letter of satisfactory performance of their plants & equipment machines if any. Also furnish that their Personnel are qualified and minimum numbers to be employed.

iv) Documentary evidence for having valid GST/PAN details as under:

a. GST Registration Certificate No. _____

b. PAN No. _____

v) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. - **NOT APPLICABLE**

1.4 Normally the contract will be awarded to the lowest bidder. However, the Employer/Board do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason there for.

1.5 **The due date of submission of offers will be 17.12.2025 @15:00Hrs**, unless otherwise notified. In the event of changes in the schedules, the Kamarajar Port Limited notifies the same through its web site/e Portal.

1.6 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

1.7 For more details visit Port website: www.kamarajarport.in or www.eprocure.gov.in or contact Senior Manager(Civil) at 9600054474.

- 1.8 The bidder who need clarification on any specific issue if any shall submit the same addressed to the Deputy General Manager (Civil), Chennai – 600 120 before the date and time indicated in bid reference table. No queries / clarifications shall be

encouraged after the date and time indicated in the bid reference table. The bidder queries would be clarified through e-procurement portal and notification in this regard will be issued under tender section through our website www.kamarajarport.in.

- 1.9 Documentary evidence for having valid ESI/EPF details as under:

1. ESI No. _____
2. EPF No. _____
3. GST Registration No. _____
4. MSME / NSIC No. _____

Deputy General Manager (Civil)
Kamarajar Port Limited,
Chennai-600 120

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

The bidder shall obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL / SIFY / TCS / nCode / eMudhra to get access for Online Bid Submission through the e-procurement site <http://eprocure.gov.in>.

- (i) Bidder should do the registration in the tender site using the “Click here to Enroll” option available.
- (ii) Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- (iii) Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- (iv) Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/e-token.
- (v) Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.
- (vi) Bidder should read the Tender schedules carefully and submit the documents as per the Tender.
- (vii) If there are any clarifications, the same may be clarified during the pre-bid meeting.
- (viii) Bidder should take into account the corrigenda, if any published before submitting the bids online.
- (ix) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there is more than one document, they can be clubbed together.
- (x) Bidder selects the tender which he is interested using search option & then moves it to my favorites’ folder.
- (xi) From the folder, appropriate tender can be selected, and all the details can be viewed.
- (xii) The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.
- (xiii) The Bidder has to select the payment option as offline to pay the EMD and tender document cost as applicable.

- (xiv) *The details of the DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the bid submitted will not be acceptable.*
- (xv) *The bidder has to enter the password of the DSC / e-token and the required bid documents have to be uploaded one by one as indicated.*
- (xvi) *The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.*
- (xvii) *The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.*
- (xviii) *The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.*
- (xix) *The bid summary will act as a proof of bid submission for the subject tender and will also act as an entry point to participate in the bid opening date.*
- (xx) *For any clarifications regarding the Tender, the bid number can be used as a reference.*
- (xxi) *Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.*
- (xxii) *Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded.*
- (xxiii) *The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.*
- (xxiv) *All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be view able by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.*
- (xxv) *The confidentiality of the bids would be maintained. Secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.*
- (xxvi) *Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric*

encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

- (xxvii) For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone 1-800-233-7315 well in advance.*
- (xxviii) Bidder is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.*
- (xxix) Tender Document can be submitted online only in the designated e-procurement portal eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.*
- (xxx) Bidder should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General Conditions of Contract and Special Conditions of Contract.*

Deputy General Manager (Civil)

Kamarajar Port Limited,
Chennai-600 120

SECTION – 1

**INSTRUCTIONS TO BIDDERS
(ITB)**

SECTION – 1

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Work

Kamarajar Port Limited hereinafter termed “the Employer” invites bids for the “Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road”. on Item Rate contract. The bidders may submit bids for the works as detailed in the NIT through e-Procurement mode.

The details of the works covered under this tender are as detailed below:

1.1 The salient feature is detailed below:

- a) Earth work excavation including dressing of sides ramming of bottom all as per relevant specification, drawings and depositing the excavated earth within a lead of 50m for transportation.
- b) Providing and laying Plain cement concrete of mix 1:2:4 in volumetric proportions for fixing 'L' Angle vertical members of PVC Coated chain link fencing.
- c) Supplying and fixing Galvanized Iron (G.I) -'L' Angle for Vertical member of size 75 mm x75 mm x 6 mm thick with necessary holes to be provided at top and bottom of the vertical member for fixing of Stay wire and a stiffener of length 200 mm by using 'L' angle of size 75 mm x75mm x 6 mm welded in the bottom of the vertical member and embedded into the foundation concrete of PCC 1:2:4 for the vertical member PVC coated chain link fencing.
- d) Supplying and fixing G.I. wire of 4 mm dia to achieve outer dia not less than 5 mm in required colour chain link with PVC coated fabric fencing of required width in mesh size 100 x 100 mm including strengthening with 4 mm dia - 2 nos (top and Bottom of the PVC coated chain link fencing)
- e) Supplying fabricating by welding and fixing in position Mild steel Grills of approved designs for gates made of M.S flats of 25 x 3.14 mm as verticals and horizontals around necessary hold fast, pintles, aldrop etc.,
- f) Supply and fixing of 75 mm PVC finolex 6 kgf/ Sq.cm main line pipe including accessories all as directed at site of work including all labour,tools equipment etc,complete
- g) Supplying and fixing of 50 mm PVC finolex 6 kgf/ Sq.cm sub line pipe including accessories and provide 2 m length for every 25 m hose pipe line and 5 metre length to sprinkler line all as directed at site of work including all labour, tools equipment etc, complete.

- h) Supplying and fixing of flush valve for air 50 mm pipe line including accessories all as directed at site of work including all labour, tools equipment etc, complete.
- i) Supplying and fixing 360 degree 3/4" brass sprinkler of white and golden brass, mild steel stand height 750mm for Lawn including accessories for pipe line every 9 metre distance and length of the pipe 5 metre end to be fixed in the sprinkler including gate valve all as directed at site of work including all labour, tools equipment etc, complete.

1.2 Miscellaneous work

- a) The above scope of work is indicative only it may vary i.e Inclusion & Omission of work depends on KPL's decision during execution period.

2.0 Availability of the project Area & Engineer-in charge

2.1 The Employer shall provide the area that can be conveniently spared, adjacent to the site of work, at its discretion, subject to availability, for works and other appurtenant works to the contractor at free of cost.

2.2 The Employer will provide the land required for site offices, installation of concrete batching plant, testing laboratories etc., except labor camps at free of cost adjacent to the proposed Project site, during the tenure of the contract or such extended period, if any, subject to availability.

2.3 The Employer may nominate their own personnel or engage any other person to act as Engineer-in charge for the project.

2.4 Throughout these bidding documents, the terms 'Bid' and 'Tender' and their derivatives (bidder/ bidder, bid/ tender, bidding/ tendering, etc.) are synonymous.

3.0 Source of Funds

3.1 The funds shall be made available from internal resources and the Authority has sufficient funds in Indian Currency for execution of the works.

4.0 Eligible Bidders

4.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in **Clause No.5**

4.2 The Bidder shall provide in **Section 5**, Forms of Bid and Qualification Information, a statement that the bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity who has prepared the design, specifications, and other documents for the present tender.

4.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfillment of minimum qualifying criteria.

4.4 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with **Clause No. 33**.

5.0 Eligibility and Qualification Criteria:

5.1 To be qualified for award of the contract, bidders shall provide evidence satisfactory to the Employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following documentation and information on the relevant information forms attached in **Section 6** with the Bid Document.

5.2 Qualification will be based on meeting all the minimum criteria in Section 6, regarding the applicant's in general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the applicant's responses in the forms attached to the letter of application.

5.3 The applicant shall meet the following minimum criteria:

- i) The applicant in the same name and style should have achieved an Average annual financial turnover of the firm during the last three years Audited Balance Sheet ending till the previous year of tender notification should be at least **Rs. 27,78,411/-**.
- ii) Experience of having successfully completed similar works during last 7 years (ending last day of month previous to the one in which tender applications are invited) i.e., should be either of the following
 - a) Three similar completed works each costing not less than **Rs.37,04,548/- (excluding GST) (40% of Estimated cost) or**
 - b) Two similar completed works each costing not less than **Rs. 46,30,686/- (excluding GST) (50% of Estimated cost) or**
 - c) One similar completed works each costing not less than **Rs. 74,09,096/- (excluding GST) (80% of Estimated cost) or**

NOTE; "Similar Work" means having experience in executing "Civil engineering works which includes Supply & fixing of Chain link fencing/barbed wire fencing/razor wire fencing/welded mesh fencing" to the Port / Railways / PWD / Central / State Governments / Central / State PSUs / Private reputed organization.

The value of similar works completed by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience.

The base year shall be taken as 2024-2025.

Year	Multiplication factor
FY 2024-2025	1.00
FY 2023-2024	1.07
FY 2022-2023	1.14
FY 2021-2022	1.21
FY 2020-2021	1.28
FY 2019-2020	1.35
FY 2018-2019	1.42

Note:

1. Bidder should indicate actual figures of costs and amount for the works executed by them in the schedule without accounting for the above mentioned factors. In case the financial figure and the value of completed works are in foreign currency, the above enhancement factors will not be applied. Instead, the foreign currency will be converted into equivalent Indian Rupees(INR) at the State Bank of India BC selling rate as on the date of submission.
2. The cost of materials issued at free of cost by client/ Employer is not considered as part of the contract value and shall not be taken into account for arriving the value of similar works completed by the bidder to meet the minimum eligibility criteria as per clause 5.3 of section I.
3. The financial year of completion for the similar completed works shall be taken into account while applying multiplication factors for arriving current cost level.

Documentary proof such as Copy of work order/ agreement and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turnover certified by Chartered Accountant for meeting qualification criteria, either in 'Original' or duly 'Notarized'/ self attested shall be submitted along with the technical bid link through e-procurement mode. In case of self attested documents, the bidder has to produce the original document for verification before award of work.

- i) The Contractor should have in their procession sufficient tools and plants and/or proper tie-up with other suppliers of Plants and Equipment to complete this work.

- 5.4 All the bidders shall upload the following documents and information duly filled along with documentary evidence (Notarized) to qualify technically as per the forms in **Section-6**.
- i) Bid Submission Letter (On letter head of the bidding firm) (**Form-1**)
 - ii) Power of Attorney for Authorized Signatory of the firm (**Form-2**)
 - iii) Average annual financial turnover of the firm during the last three (3) years ending till the previous year of tender notification along with audited balance sheets/profit & loss account (**Form-3**).
 - iv) Experience on similar works executed during the last seven (7) years; and details like monetary value, clients, proof of satisfactory completion (**Form-4**).
 - v) Information regarding projects in current contract commitments/work in progress (**Form-5**).
 - vi) List of major items of construction equipment proposed to carry out the contract (**Form-6**).
 - vii) Personnel / Staff proposed for the project (**Form-7**)
 - viii) Claims/ current litigation/ Arbitration if any, (**Form-8**)
 - ix) Proposed site organization (**Form-9**)
 - x) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion (**Form-10**).
 - xi) Bid Security Declaration Form (**Form-11**) – **Not Applicable**
 - xii) Performance Security Deposit (Bank Guarantee) (**Form-12**) - Draft.
 - xiii) Form of Contract Agreement (**Form-13**)-Draft.
 - xiv) Integrity Pact (**Form-14**) – **Not Applicable**
 - xv) Profile of the bidder (**Form 15**)
- 5.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- 5.6 The Bidders should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years.
- 5.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value - **NOT APPLICABLE**

5.8 Even though the bidders meet the above qualifying criteria, they are liable for disqualification, if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

6.0 One Bid per Bidder

6.1 Each bidder shall submit only one bid for the tender. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6.2 Joint Venture : No joint Venture is allowed in this contract.

7.0 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

8.0 Site Visit

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

The Deputy General Manager (Civil)

Kamarajar Port Limited,
Vallur post, Chennai - 600120.
Telephone: 044 27950049

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

8.3 It is the responsibility of bidders to visit the site as set out in the **Clause 8.1** above and obtain all information necessary for the purpose of preparing Tenders. Bidders

must inspect and fully satisfy themselves as to:

- The requirements and extent of the Works.
- The means of access to the Site.
- The topographical features of the Site which may affect the tender.

B. BIDDING DOCUMENTS

9.0 Content of Bidding Documents

9.1 The tender documents contain the schedules stated below, and should be read in conjunction with any Addenda/ Amendments issued in accordance with **Clause 11:**

Technical Bid

Sl. No	Contents
1	Online Bid Reference
2	Notice Inviting Tenders
3	Instruction for online bid submission
4	Section 1 Instruction to the bidders
5	Section 2 General Conditions of Contract & Special conditions of contract.
6	Section 3 General Description of Work and Other Conditions
7	Section 4 Contract data
8	Section 5 Technical Specifications of Materials and Works
9	Section 6 Forms
10	Section 7 Drawings
11	Section 8 APPENDIX
12	Section 9 PREAMBLE TO BOQ

Price bid (Bill of quantities).

9.2 The bidding documents can be downloaded from KPL Website/e-procure.gov.in by the bidder.

9.3 The bidder is expected to examine carefully all instructions, conditions of contract, general description of work and other conditions, technical specifications, drawings, forms, bill of quantities and annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidders' own risk. Pursuant to clause 25 hereof, bids which are not substantially responsible to the requirements of the bid documents shall be rejected. "Offer sent without having the prescribed bidding document of KPL and/or without complying with the terms and conditions of bidding document for submitting the offer, will be ignored straightway.

10.0 Clarification of the Bidding Documents

10.1 Pre-bid meeting

NO PRE-BID MEETING. HOWEVER QUERIES WILL BE RECEIVED AND REPLIED UP TO **03.12.2025 @ 15:00 HRS** through Email ID: **selvaraj@kplmail.in**

(or) addressed to the following address:

Deputy General Manager (Civil),
Kamarajar Port Limited,
NCTPS Road,
Vallur Post,
Chennai – 600 120.

11.0 Amendment of Bidding Documents

- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 11.2 Any addendum/corrigendum thus issued shall be part of the bidding documents and shall be published in the e-procurement portal/ KPL website. The amendment/addendum so issued will part of the tender document and shall be biding upon the bidders.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with **Sub-Clause 20.2** below.

C. PREPARATION OF BIDS

12.0 Language of the Bid

- 12.1 The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an authenticated translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

13.0 Documents comprising the Bid

- 13.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid

- i) The documents stated in the **Clause 9.1** including the addition if any.
- ii) Qualification Information Form and Document (pursuant to **Clause 5** hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under the **Clause 5.4** and as per the **forms in Section 6** shall be filled in without exception and uploaded through

e-Procurement on website: e-procure.gov.in.

B) Financial Bid

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

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

The price Quoted in e-portal is as per the terms and conditions specified in the tender during finalization of L1, L2, L3.... **Bidders quoted price for the BOQ** shall be considered for ascertaining the L1, L2, L3... etc. position.

14.0 Bid Prices

- 14.1 The contract shall be for the whole works as described in **Clause 1.1** of this Section, based on the Priced Bill of Quantities submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items for which no rate or price is entered into by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 14.3 All duties, taxes (Other than GST), EPF, ESI and other levies payable by the contractor under this contract, or for any other cause shall be included in the Percentage quoted by the bidder in the BOQ.
- 14.4 NOT APPLICABLE
- 14.5 The GST will be reimbursed by KPL only on reflection of GST Paid by contractor in KPL's GST portal. Tax deducted at source shall be as per statutory requirement such as IT Act, GST Act, Tamil Nadu workers welfare Cess etc as applicable. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. Any new taxes, levies, duties imposed after signing the contract shall be reimbursed by the employer on production of documentary evidence. Notwithstanding the payment from KPL, Contractor shall remit the GST value and file returns with Statutory Authorities timely.

15.0 Currencies of Bid and payment

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

16.0 Bid Validity:

- 16.1 Bids shall remain valid for a period not less than 90 days after the deadline date for bid submission specified in **Clause 20**. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by fax. A bidder agreeing to the request will not be permitted to modify his bid.

17.0 Bid Security (Earnest Money Deposit – EMD)

A. The bidder shall have to submit the **Earnest Money Deposit of Rs.1,85,227/-** (Rupees One Lakhs Eighty Five Thousand Two Hundred and Twenty Seven only) in the form of Demand Draft in favor of **“Kamarajar Port Limited”** from any **Nationalized/Schedule Bank (except Cooperative Banks)** encashable at **Chennai**.

B. EMD of unsuccessful bidders other than L1, and L2 will be refunded immediately after ranking of price bids. Earnest Money of L2 will be refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.

C. EMD is refunded suo-motto without any application from the bidders.

D. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.

Bidders registered with MSME / NSIC with valid certificate holder shall be exempted from submission of EMD.

Note: A copy of the registration certificate with MSME / NSIC should be submitted along the submission of tender for claiming exemption from submission of EMD.

E. The Bid Security may be forfeited, if

- a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- b) The Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
- c) The successful Bidder fails within the specified time limit to
 - i) Sign the Agreement or
 - ii) Furnish the required performance security

Any bid not accompanied by the Bid Security (EMD) shall be rejected by the Authority as non-responsive.

18. Alternative Proposals by Bidders

18.1 **Conditional offer or Alternative offers shall not be considered in the process of tender evaluation and leads to rejection of Tender.**

D. SUBMISSION OF BIDS

19.e-Procurement

Bidders shall submit their bid on **online only through e-Procurement Mode**. The documents and information required for fulfilling the eligibility criteria as specified in the **Notice Inviting Tender Clause**.

20. Deadline for Submission of Bids

20.1 Bids must be uploaded in the website **www.eprocure.gov.in** not later than **17.12.2025 at 15 00 Hrs.**

20.2 The employer may extend the deadline for submission of the bid by issuing amendment in accordance with **Clause 11**, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20.3 The bid document being downloaded from web site and uploaded through e-Tender website **www.eprocure.gov.in**, the bidder shall give an undertaking that no change has been made in document.

21.0 Modification and Withdrawal of Bids

21.1 The bidders may modify, substitute or withdraw their tender after submission by giving notice in writing before the deadline prescribed in **Clause 20 through e-Procurement Mode**.

21.2 No bid shall be modified after the deadline for submission of bids.

21.3 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 16.1 above or as extended pursuant to Clause 16.2 may result in disqualification from bidding Pursuant to **Clause 17.1 of section I**.

E. BID OPENING AND EVALUATION

22.0 Bid Opening

22.1 On the due date and appointed time as specified in **Clause 20**, the Employer will first open Technical bids **in e- Procurement Mode** including modifications made pursuant to **Clause 21**. In the event of, the specified date for bid opening declared a holiday by the Employer; the bids will be opened at the appointed time and location on the next working day. The bid will be opened at Kamarajar Port Limited, Vallur Post, Chennai-600 120 and status of the opening can be viewed in e-procurement mode.

23.0 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

24.0 Clarification of Bids

24.1 To assist in the examination, evaluation and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.

24.2 Subject to **Sub-Clause 24.1**, no bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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

25.0 Examination of Technical Bids and Determination of Responsiveness of Technical Bid

25.1 Prior to evaluation of Technical Bids, the Employer will determine whether each bid (a) meets the eligibility criteria defined in the **Clause 5**. (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter-alia include a provision to bind the bidder to settlement of disputes Clause; (c) is submitted with the required Bid Security and; (d) is responsive to requirements of the bidding documents.

25.2 A substantially responsive technical and financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

26.0 Evaluation and Comparison of Financial Bids

26.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with **Clause 25**.

- 26.2 The estimated effect of the price adjustment conditions under **Clause 47 (Section 2)**, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 26.3** If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those price with the implementation/construction methods and schedule proposed.

F.AWARD OF CONTRACT

27.0 Award Criteria

- 27.1 Subject to **Clause 28**, the Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be **(a)** eligible in accordance with the provisions of **Clause 4**, and **(b)** qualified in accordance with the provisions of **Clause 5** and pursuant to **Clause 25**. The second bidder (i.e. L_2) shall be kept in reserve and may be invited to match with the bid submitted by the (L_1) bidder, in case, such bidder(s) withdraws or is not selected for any reason, in exceptional circumstances.

28.0 Employer's Right to accept any Bid and Reject any or all Bids

Notwithstanding **Clause 27** above, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders on the grounds for the Employer's action.

29.0 Notification of Award and Signing of Agreement

- 29.1** The Bidder who's Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by fax or confirmed by registered letter. This letter (herein after and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the Execution, completion and maintenance of the Work by the Contractor as prescribed by the Contract (herein after and in the Contract called the "Contract Price")
- 29.2** The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of **Clause 30**.
- 29.3** The notification of award will be cancelled if the preferred bidder failed to furnish

the performance security and sign the Agreement; the Employer reserves the Right to take further action on the Bid

29.4 The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder within stipulated period, following the notification of award. Within 14 **days** of issue of this letter, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

29.5 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 downloaded by the bidder including additional together with the written acceptance shall form a binding contract between the KPL and the Contractor and shall be the contract. The successful bidder shall sign all the pages of the downloaded documents and return to employer for their sign and its Form of Contract Agreement.

29.6 Upon furnishing the Performance Security and entered the contract Agreement with employer by the successful Bidder, the Employer will promptly issue Notice to proceed the work.

30.0 Performance Guarantee:

30.1 Performance Guarantee shall consist of two parts;

- i)** Performance Security Deposit to be submitted at award of work and
- ii)** Retention Money to be recovered from Running Bills.

30.1 Performance Guarantee should be 10% of Contract price of which Performance Security Deposit at 5% of contract price should be submitted as Demand Draft from any Nationalized Bank (except Cooperative Banks) encashable at Chennai within 14 days from issue of letter of acceptance (Notification of Award) and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money is to commence from the first bill onwards @ 5 % of bill value from each bill subject to a maximum of 5% percent of the contract price.

30.2 Retention Money of 5% be refunded within 14 days from the date of payment of final bill. Balance Performance Security Deposit of 5% to be refunded immediately not later than 14 days of completion of defect liability period pursuant to Clause 32.3 of Section-2.

30.3 Failure of the successful bidder to comply with the requirements of Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

31.0 Advance Payment

No Advance payment is contemplated in this Tender.

32.0 Conciliator

The Employer proposes that CIDC-SIDC Arbitration Centre be appointed as Conciliator under the Contract as provided in **Clause 25.3 of Section 2** of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in the bid.

33.0 Corrupt or Fraudulent Practices:

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

In pursuance of this policy, the Employer:

- a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b) will reject a proposal for award of work if the employer determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

33.2 Furthermore, bidder shall be aware of the provisions stated in **Sub Clause 57.2** of the Conditions of Contract.

34.0 INTEGRITY PACT – NOT APPLICABLE

35 The following documents also form a part of this tender document:

1. ***KPL’s Work Manual 2024 and amendments, if any (available in www.kamarajarport.in)***

2. Policy & Procedure for Suspension and banning of business dealings against erring and defaulting agency in KPL. (available in <https://www.kamarajarport.in/content/innerpage/manuals.php>)

Any amendments/versions of the above issued from time to time shall form a part of document.

3. GFR 2017 (General Financial Rules - 2017), Manual for Procurement of Works-updated June 2022. Any amendments/versions of the above from time to time shall be considered.

36. Temporary Work:

If any temporary item of work is needed for the execution of the contract, the required details shall be submitted by the bidder with the proposals and connected drawings along with the tender. Further during construction works, the contractor shall provide the Temporary road arrangement for movements of Vehicle. No payment shall be made for any temporary items of work. Before any Temporary works are commenced, the contractor shall submit sufficiently in advance to the Engineer or his representative for approval, his proposals for all temporary works including drawings and design calculations. The Engineer or his representative shall be at liberty to make any modifications to the temporary works in accordance with the conditions of the contract and the contractor shall carry out such modifications. In the event of the contractor considering that such modifications required by the Engineer or his representative will affect the security of the temporary works, or increase the contractor's liability under the contract, he shall give notice in writing to the Engineer within seven days of receipt of such communication. The Engineer will thereupon consider the matter and communicate his decision, which shall be final and binding on the contractor. Notwithstanding the approval by the Engineer or his representative of any submitted design for any of the temporary works the contractor shall remain entirely responsible for such works in all respects.

- 37.** The area where the construction works have to be executed is inside the port area, due care shall be taken to avoid hindrance to other movement. During the construction period necessary safety measures have to be taken for the men working at site. The bidder shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender 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 wrong assumptions / assessment by the bidder or otherwise shall be allowed. The bidder shall take into account all these aspects before quoting their rates and shall not hold the Employer 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 bidder on this account will not be entertained by the KPL.

In case any additional investigations are required to be done at site by the bidder, he may do so at his own cost with the prior approval of the Engineer. The site will be handed over in one stage. In case if there is delay in handing over the site, due

to the port activities, the Engineer at his discretion may grant extension of time, as he considers reasonable for the proper completion of work. The bidder has to take into account all the delays due to the port activities. The grant of such extension of time however will not bestow on the contractor any right to claim compensation / extra payment.

38. 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 and the contractor shall not store materials or otherwise occupy any part of the site in a manner to hinder the operation of such services.
39. If any damage be done by the contractor to any mains, pipes, cables or lines (whether above or below structure) 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.
40. KPL shall not be held liable for any damages or compensation payable under the law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor or any sub-contractor and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.

SECTION - 2

PART – I - GENERAL CONDITIONS OF CONTRACT

PART – II - SPECIAL CONDITIONS OF CONTRACT

SECTION - 2

PART I – GENERAL CONDITIONS OF CONTRACT

B. General

1. Definitions

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. Terms which are defined in the Contract Data are also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

- 1.1. **"Board"** -The Board means the Board of Directors, Kamarajar Port Limited or their successors or Assignees.
- 1.2. **"Employer"** means Kamarajar Port Limited (KPL)
- 1.3. **"Engineer-in charge"** means the Officer nominated or appointed by Kamarajar Port Limited for the work
- 1.4. **"Engineer-in charge's representative"** means the officer appointed by Kamarajar Port Limited in writing who shall direct and supervise and to perform the duties set forth in **sub -Clause 5** hereof and be in-charge of the works.
- 1.5. **The Conciliator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instances as provided for in **Clauses 24 and 25..**
- 1.6. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.7. **Compensation Events** are those defined in **Clause 42** here under.
- 1.8. **The Completion Date** is the date of completion of the Works as certified by the Engineer-in charge or Engineer in charge's representative in accordance with **Sub Clause 53.**
- 1.9. The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in **Clause 2.3** below.
- 1.10. The **Contract Data** defines the documents and other information, which comprise the Contract.
- 1.11. The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- 1.12. The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

- 1.13. The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted as per the completed cost of works in accordance with the provisions of the Contract.
- 1.14. **Days** are calendar days; months are calendar months.
- 1.15. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.16. **The Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.
- 1.17. The **Engineer-in charge and/or Engineer-in charge's representative** is the person (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer-in charge or Engineer-in charge's representative) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.
- 1.18. **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- 1.19. The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- 1.20. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer-in charge or Engineer-in charge's representative by issuing an extension of time.
- 1.21. **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- 1.22. Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function
- 1.23. The Site is the area defined as such in the Contract Data.
- 1.24. Site Investigation Reports are those, which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.
- 1.25. **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer-in charge or Engineer-in charge's representative.
- 1.26. The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

- 1.27. A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- 1.28. Temporary Works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.
- 1.29. A Variation is an instruction given by the Engineer-in charge or Engineer-in charge's representative which varies the Works.
- 1.30. The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.
- 1.31. The Trained Work Person are those employed/ proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government of India.

2. Interpretation

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer-in charge or Engineer-in charge's representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3. The documents forming the Contract shall be interpreted in the following order of priority:
 - 1 Section 1 Instruction to the bidders
 - 2 Section 2 General Conditions of Contract& Special conditions of contract.
 - 3 Section 3 General Description of Work and Other Conditions
 - 4 Section 4 Contract data
 - 5 Section 5 Technical Specifications of Materials and Works
 - 6 Section 6 Forms
 - 7 Section 7 PREAMBLE TO BOQ
 - 8 Section 8 DRAWINGS

3. Language and Law

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer-in charge or Engineer-in charge's representative's Decisions

Except where otherwise specifically stated, the Engineer-in charge or Engineer-in charge's representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

The duties of the Engineer-in charge's Representative are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract not except as expressly provided here under or elsewhere in the contract to order any work involving delay or any extra payment by the employer or to make any variation of or in the works. The Engineer-in charge may from time to time in writing delegate to the Engineer-in charge's representative any of the powers and authorities vested in the Engineer-in charge 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-in charge'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-in charge, provided as follows.

- i. Failure of the Engineer-in charge's Representative to disapprove any work or materials shall not prejudice the power of the Engineer-in charge 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-in charge's Representative, he shall be entitled to refer the matter to the Engineer-in charge who shall thereupon confirm / reverse or vary the contents of such decisions.

The Engineer-in charge or Engineer-in charge's representative may delegate any of his duties and responsibilities to other people except to the Conciliator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

7. Joint Venture.

No Joint Venture shall be entertained in this contract.

8. Subcontracting

- 8.1. The Contractor shall not subcontract or 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-in charge (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 labor on piece work basis shall not be deemed to be subletting or assignment of benefit or interest under this clause.

8.2. Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as refer to in the Contract Data, also provide facilities and services for them as described in the Schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

- 9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in charge or Engineer-in charge's representative. The Engineer-in charge or Engineer-in charge's representative will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2. If the Engineer-in charge or Engineer-in charge's representative asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.3. Employment of Technical Staff

- a) The contractor shall employ following technical staff when ever required to cater various stages of the work as directed by the Engineer-in-charge or Engineer-in-charge representative.

Sl. No	Requirement of Technical staff	Qualification	Experience (Minimum requirement)	No. of persons
1.	Project Manager/ Engineer	B.E.(Civil) /Diploma in Civil/	2 years of experience in BE(Civil) with certification in CADD and Diploma in Civil with 4 year Experience with certification in CADD.	01

Notes:

- a) The contractor shall provide a deployment schedule of the key personnel along with the construction schedule and the same will be approved by KPL Engineer-in-charge.
- b) Rate of recovery in case of non-compliance shall recovered from the contractor's bills are Rs.25,000/- Per month per person. In case contractor failed / to replace the above technical staff Engineer-in charge shall take the action as per the Contract agreement.
- c) The Engineer-in-charge or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- d) If the Engineer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

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.

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 act.

10. Employer's and Contractor's Risks

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks**11.1. The Employers risks are**

- a) in so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed.
 - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, revolution, insurrection, or military or usurped power or civil war;
 - (iii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
 - (v) Riot, commotion or disorder, unless solely restricted to the employees of the contractor or of his Subcontractors and arising from the conduct of the works;
 - (vi) Floods, tornadoes, earthquakes and landslides
- b) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- d) any operation of the forces of nature (in so far as it occurs on the site) which an experienced contractor;
 - (i) Could not have reasonably foreseen, or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures
 - A. Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - B. Insure against it.

12. Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

- 13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
 - a) loss of or damage to the Works, Plant and Materials;
 - b) loss of or damage to Equipment;
 - c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
 - d) personal injury or death.
- 13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer-in charge or Engineer-in charge's representative for the Engineer-in charge or Engineer-in charge's representative's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4. Alterations to the terms of insurance shall not be made without the approval of the Engineer-in charge or Engineer-in charge's representative.
- 13.5. Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

The Contractor, in preparing the Bid shall rely on the Site Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

The Engineer-in charge or Engineer-in charge's representative will clarify queries on the Contract Data.

16. Contractor to Construct the Works

The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. The works to be completed by the intended completion date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Engineer-in charge or Engineer-in charge's representative, and complete them by the Intended Completion Date.

18. Approval by the KPL Engineer-in charge

- 18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer-in charge or Engineer-in charge's representative, who is to approve them if they comply with the Specifications and Drawings.
- 18.2. The Contractor shall be responsible for design of Temporary Works.
- 18.3. The Engineer-in charge or Engineer-in charge's representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4. No payment will be made for the temporary works required for the proper completion of the permanent works.
- 18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer-in charge or Engineer-in charge's representative before their use.

19. Safety

- 19.1. The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

- 20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer-in charge or Engineer-in charge's representative of such discoveries and carry out the Engineer-in charge or Engineer-in charge's representative's instructions for dealing with them.

21. Possession of the Site

- 21.1. The Employer shall give possession of all parts of the Site to the Contractor free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

- 22.1. The Contractor shall allow the Engineer-in charge or Engineer-in charge's representative and any person authorized by the Engineer-in charge or Engineer-in charge's representative access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated / assembled for the works.

23. Instructions

- 23.1. The Contractor shall carry out all instructions of the Engineer-in charge or Engineer-in charge's representative, which comply with the applicable laws where the Site is located.

24. Disputes

- 24.1. If the Contractor believes that a decision taken by the Engineer-in charge or Engineer-in charge's representative was either outside the authority given to the Engineer-in charge or Engineer-in charge's representative by the Contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of the Engineer-in charge or Engineer-in charge's representative's decision. Employer's decision will be final and binding on the contract.

25. Settlement of Disputes

- 25.1. If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether

before or after repudiation or other termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer-in charge or Engineer-in charge's representative, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRB] in case of contracts valuing more than Rs.5 Crores and above, and for contracts valuing less than Rs. 5 crores, the dispute will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

Unless the Contract has already been repudiated or terminated or frustrated, the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and Employer shall give effect forthwith to every such decision of the Engineer-in charge or Engineer-in charge's representative unless and until the same shall be revised, as hereinafter provided, by the Conciliator or in a Dispute Review Board Recommendation/Arbitral Award.

25.2. Decision by Conciliator

- (i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- (ii) Conciliator shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Conciliator. Either party may refer a decision of the conciliator within 28 days of the conciliator's written decision. If neither party refers the disputes to arbitration within 28 days, the Conciliator's decision will be final and binding.

25.3. Arbitration

Any dispute in respect of contracts where party is dissatisfied by the conciliator's decision shall be decided by arbitration as per forth below:

- (i) A dispute with Dispute Review Expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrator, failing which by making a reference CIDC – SIAC Arbitration Centre from their panel.
- (ii) Neither party shall be limited in the proceedings before such arbitrators to the evidence nor arguments already put before the Engineer-in charge or Engineer-in charge's representative or the Board, as the case may be, forth purpose of obtaining said recommendations/decision. No such recommendation/decision

shall disqualify the Engineer-in charge or Engineer-in charge's representative or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.

- (iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer-in charge or Engineer-in charge's representative and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.
- (iv) If one of the parties fails to appoint its arbitrators in pursuance of Sub-Clause (i), within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then Chairman of the nominated institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the Chairman's order, making such an appointment shall be furnished to both the parties.
- (v) Arbitration proceedings shall be held at Chennai, Tamil Nadu, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be 'English'.
- (vi) The decision of the majority of the arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. Of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- (vii) All arbitration awards shall be in writing and shall state the reasons forth award.
- (viii) Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

26. Replacement of Conciliator.

- 26.1. Should the Conciliator resign or die, or should the Employer and the contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the contract; a new conciliator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing

authority designated in the contract data at the request of either party within 14 days of receipt of such request.

C. Time Control

27. Programme

- 27.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer-in charge or Engineer-in charge's representative for approval of a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 27.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3. The Contractor shall submit to the Engineer-in charge or Engineer-in charge's representative, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer-in charge or Engineer-in charge's representative may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 27.4. The Engineer-in charge or Engineer-in charge's representative's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in charge or Engineer-in charge's representative again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

- 28.1. The Engineer-in charge or Engineer in charge's representative shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2. The Engineer-in charge or Engineer-in charge's representative shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer-in charge or Engineer-in charge's representative for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3. The Engineer-in charge or Engineer in charge's representative shall provide Provisional Extension of Time (EOT) with right to levy of Liquidated damages till the completion of work based on the requests of the contractor with revised construction schedule. On completion of the work, Final Extension of time shall be granted by the competent authority based on the joint statement signed by both the parties (Contractor and Engineer- in-charge or Engineer-in-charge representative) as per the procedure laid in KPL work procedure manual 2024.

29. The Early Warning provisions shall be as per Clause 32.

30. Delays Ordered by the Engineer-in charge

The Engineer-in charge may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1. The Engineer-in charge and the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2. The Engineer-in charge shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer-in charge or Engineer-in charge's representative either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

32.1. The Contractor is to warn the Engineer-in charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer-in charge or Engineer-in charge's representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2. The Contractor shall cooperate with the Engineer-in charge or Engineer-in charge's representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in charge.

32.3. Defects Liability Period

The defect Liability period for the contract shall be **12 months** from the date of issue of completion certificate.

D. Quality Control

33. Identifying Defects

The Engineer-in charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-in charge or Engineer-in charge's representative may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer-in charge considers may have a Defect.

34. Tests

If the Engineer-in charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. Correction of Defects

- 35.1. The Engineer-in charge or Engineer-in charge's representative shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in charge notice.

36. Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Engineer-in charge notice, the Engineer-in charge or Engineer-in charge's representative will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

E. Cost Control

37. Bill of Quantities

- 37.1. The Bill of Quantities shall contain items for the Design, Drawings, construction, Procurement of materials, installation, testing work to be done by the Contractor.
- 37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item. The payment will be made on completion, approval and acceptance of the above Engineering works by KPL at the rates quoted in the Bill of Quantities.

- 37.3 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.
- 37.4 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 KPL 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.
- 37.5. 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 10% under normal circumstances. The rates quoted shall be firm for such variation. In case the variation results in the total contract value exceeding the prescribed percentage, the revision of rates, if any, shall be applicable only for that portion of contract carried out in excess of the permissible percentage.
- 37.6 The Quantities provided in the Bill of Quantities (BOQ) is to be operated for executing the work wherever required inside the Port apart from scope of work indicated in Clause 1.1 under Section-1
- 37.7 KPL has right to omission or addition of any work in the general layout drawing. Any claim in this regard will not be entertained by the KPL during the contract period and in the event of extension of time.

38. Change Orders

38.1. Item Rate Contracts.

The following procedures will be adopted in the finalization of rates for Variation, Extra and Substituted items.

38.2. Variations

- i. Variation means variation in quantities of items, i.e. where there is increase or decrease in the quantities of items of work in the agreement. In other words, the nomenclature remains the same but the quantities vary with those provided in the agreement.
- ii. Variation **beyond $\pm 10\%$** of the Contract Value shall require the approval of Competent Authority.

- iii. Variation of Quantities **exceeding 25%** of the Individual BOQ Items to be duly intimated by the contractor to KPL and shall require the approval of Competent Authority before the commencement of execution of these items by KPL,
- iv. The rates payable for the variations in respect of individual items in the contract shall be as per the contract rates.

38.3. Extra /Substituted Items

Extra Items:

Extra items are those which are not expressly or impliedly included in the original contract.

- a) Extra Items that are completely new and are in addition to the items contained in the schedule of quantities of the contract.
- b) Items which are not available in the agreement but are required to complete the work.
- c) Provisions of extra items in a contract must be utilized exclusively within the scope of work and in no case be extended to other works under any circumstances.
- d) Where extra items cannot be avoided, the approvals shall be regulated on the following lines:
 - (i) The circumstances under which the necessity for an extra item had arisen shall be clearly indicated and the orders for executing such extra items shall be authorized by the Head of the Execution Department concerned as per DOP.
 - (ii) In case there are any agreed variations in the contract with reference to the computation of extra item rates, such rates shall be calculated in accordance with the terms of agreed variations.
 - (iii) In the absence of any specific provision in this regard, extra items shall be calculated in accordance with the relevant clause of the General Conditions of Contract.
 - (iv) Extra item rates can also be proposed on the basis of similar items appearing in any of the accepted tenders if in the opinion of the Executing Department such rates are reasonable (or) from CPWD SSR/ TN PWD SSR (or) from Central or State PSU's
 - (v) The rates for the extra items shall also be worked out at market rates prevailing at the time of commencement of execution of these items.
 - (vi) The proposal for extra items shall be prepared and after obtaining the signature of the contractor, shall be sent for concurrence of Finance and the sanction of Competent Authority. If the proposal is in order, the concurrence/sanction shall be at the earliest possible time to avoid disruption in progress of work.
 - (vii) Total cost of extra items sanctioned up-to-date along with anticipated value of work done under the contract under reference shall be given in the proposal before it is sent for sanction.

Substituted Item:

Substituted items are items which are taken up in lieu of those already provided in the contract. For substituted items, the agreement rate of the original item will be adjusted for the difference in market rates (prevailing at the time of commencement of execution of these items) of original and substituted items.

39. Cash flow forecasts

When the Program is updated, the Contractor is to provide the Engineer-in charge or Engineer-in charge's representative with an updated cash flow forecast.

40. Payment Certificates

- 40.1. The Contractor shall submit to the Engineer-in charge or Engineer-in charge's representative monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 40.2. The value of work executed shall be determined by the Engineer-in charge or Engineer-in charge's representative.
- 40.3. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 40.4. The value of work executed shall include the valuation of Variations and Compensation Events.
- 40.5. The Engineer-in charge or Engineer-in charge's representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41. Payments

- 41.1. Submission of "Request for Inspection" (**RFI**) before commencement of any work at site. Subsequently on completion of particular Item of work, preparation of "Joint Measurement Record" (**JMR**) to be prepared by Contractor and the work done measurements are jointly recorded along with KPL's Engineer which is duly signed and the same shall be submitted along with Contractor's Bill for Payment.
- 41.2. Bills shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. The system of 3 copies of measurements, one each for Contractor, Engineer-in charge, Engineer-in charge's Representative and signed by both Contractor and Engineer-in charge's Representative shall be followed.
- 41.3. Payment to the contractor shall be made on the recorded measurements and the contractor will have to submit bills in the prescribed form once in a month and payment will be made ordinarily once in a month. **The Port shall pay 75% of the net amount of the bill 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.

- 41.4. Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Engineer-in charge or Engineer-in charge's representative shall check the bill within 60 days after its receipt and return the Bill to Contractor for corrections if any, 50% of the undisputed amount shall be paid to the contractor at the stage of returning the bill.
- 41.5. The contractor should re-submit the bill, with corrections within 30 days of its return by the Engineer-in charge or Engineer-in charge's representative. The resubmitted bill shall be checked and paid within 60 days of its receipt.
- 41.6. If an amount certified is increased in a later certificate because of award by the Conciliator or an Arbitrator, the Contractor shall not be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.7. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 41.8. While preparing the first bill of contractual payment the contractor should submit the following:
 - a. Proof of labor license as per contract labor (Regulation & Abolition Act 1970).
 - b. An unconditional undertaking from contractor certified by principal employer (or) his authorized representative in respect of compliance towards all statutory obligations laid down by applicable laws as listed under special conditions of contract
 - c. Proof of EPF & ESI registrations
 - d. Proof of registration under building and other constructions under act 1996 & Labour Act 1996
- 41.9. While preparing the subsequent bills, contractor should submit the following.
 - a) EPF remittance towards contractual employer
 - b) ESI remittance
 - c) An undertaking from contractor certified by principal employer (or) his representative in respect of compliance of all other statutory obligations of contractual labours.

42. Invocation / Forfeiture of Bank guarantees

The various situations of breach of contractor attract invocation /forfeiture of performance guarantee.

Failure of the successful bidder to comply with the requirements of the tender constitutes sufficient grounds for cancellation of the award.

43. Compensation Event

43.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Engineer-in charge or Engineer-in charge's representative orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Engineer-in charge or Engineer-in charge's representative instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- (e) The Engineer-in charge or Engineer-in charge's representative unreasonably does not approve for a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.
- (g) The Engineer-in charge or Engineer-in charge's representative gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- (i) The effect on the Contractor of any of the Employer's Risks.
- (j) The Engineer-in charge or Engineer-in charge's representative unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the contract.

Whenever any compensation event occurs, the Contractor will notify the Employer, within 14 days and provide a forecast cost of the compensation event.

- 43.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer-in charge or Engineer-in charge's representative shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 43.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Engineer-in charge or Engineer-in charge's representative and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Engineer-in charge or Engineer-in charge's representative shall adjust the Contract Price based on Engineer-in charge or Engineer-in charge's representative's own forecast. The Engineer-in charge or Engineer-in charge's representative will assume that the Contractor will react competently and promptly to the event.

44. Tax

- 44.1 The rates quoted by the Contractor shall be deemed to be basic unit rate. The GST will be reimbursed by KPL only on reflection of GST Paid by contractor in KPL's GST portal. Tax deducted at source shall be as per statutory requirement such as IT Act, GST Act, Tamil Nadu workers welfare Cess etc as applicable. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. Any new taxes, levies, duties imposed after signing the contract shall be reimbursed by the employer on production of documentary evidence. Notwithstanding the payment from KPL, Contractor shall remit the GST value and file returns with Statutory Authorities timely.

45. Currencies

All payments shall be made in Indian Rupees unless specifically mentioned.

46. Price Adjustment - Clause Deleted

47. Price adjustment/ Escalation - Clause Deleted (Any other relevant clause also not applicable)

48. Liquidated Damages / Cancellation

- 48.1 In case of delay in completion of the contract as per milestone indicated in clause 1.2 of Section-1, liquidity damages (L.D) may be levied at the rate of ½% of the contract value per week of delay or part thereof, subject to a maximum of 10 percent of the

contract price.

The employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half Per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in **Sub-Clause- 48.1**.

1. The Employer, if not satisfied that the works can be completed by the contractor and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right or remedy available in that behalf, to rescind the contract.
2. The employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
3. In the event of such termination of the contract as described in Clauses- 48.2&48.2.2 or both, the employer shall be entitled to cover L.D up to Ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
4. In case part/portions of the work completed and Port operate utilizes the portion of completed work, the rate of L.D will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value of each BOQ's.

48.2 Failure and Termination, Cancellation, Suspension and Foreclosure of Contract

48.2.1 The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor

a.makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice

Or

b.fails to achieve a monthly agreed quantity of 70% (Seventy percent) for a period of 6(six) consecutive month or for cumulative period of six months to the extent of non-availability caused by i) a Force Majeure event or ii) an act of omission of company, not occurring due to any default of the contractor.

Note: - In such cases the contractor may be Banned for minimum one year from participating in future bidding allowing the present business to continue without going into termination of the contract. (Not to be part of Tender Document- Procedure for banning of business shall be followed as per Guidelines of Banning of Business.)

Or

a. commits default/breach in complying with any of the terms and conditions of the

contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer- in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing

Or

- b. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing

Or

- c. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company

Or

- d. obtains a contract with the company as a result of ring tendering or other non-bonafide method of competitive tendering

Or

- e. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in- charge may give a written notice; cancel/terminate the whole contract or portion of it in default. The approving authority shall be TAA or CMD if originally awarded by empowered Committee of Directors headed by Chairman/CMD or Board.

The Engineer-in-charge may by giving a written notice, cancel the whole contract or portion of it in default.

48.2.2 The contract shall also stand terminated under any of the following circumstances:

- a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.
- c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

48.2.3 On termination of the contract or on cancellation of the contract, the Engineer- in-charge shall have powers:

- a. To take possession of the site and carry out balance work through any other agency.
- b. To give the contractor or his representative of the work, 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking

such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to an- other contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum one year.

48.2.4 In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit comprising of performance guarantee and additional performance security, if any, at disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

It is being clarified that the above liability is over and above the penalties payable by the contractor on account of shortfall in quantities.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable. In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 48.2.2 (d).

48.2.5 **Suspension of Work:**

Suspension of work – The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may

consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- e) on account of any default on the part of the contractor, or
- f) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,
- g) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty-five) days, the contractor will be compensated on mutually agreed terms.

48.2.6 **Foreclosure of contract:**

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below: -

- a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.
- b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.
- d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.
- e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

48.2.7 The contractor shall, if required by the Engineer-in-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-Charge to assess the amounts payable in terms of clauses 48.2.5 (a) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

48.2.8 **Carrying out Part Work at Risk & Cost of Contractor.**

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract

49. Incentives or Bonus – Deleted.

50. Advance Payment: No advance payment will be paid.

51. Performance Guarantee & Security Deposit

Please Refer Clause 30 of Section-1.

52. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

F. Finishing the Contract

53. Completion

After completion of the work, the contractor will serve a written notice to the Engineer-in charge or Engineer-in charge's representative/Employer to this effect. The Engineer-in charge or Engineer-in charge's representative/Employer upon receipt of this notice shall conduct a complete joint survey of the work along with the contractor within 7 days and prepare a defects list jointly. The defects pointed out by the Engineer-in charge or Engineer-in charge's representative/Employer/ Designer supervision representative would be rectified by the Contractor within 14 days and

there after accept report to be signed jointly by the contractor and the Employer. This joint acceptance report shall be treated as 'Completion Certificate'.

54. Taking Over

The Employer shall take over the Site and the Works within seven days of the Engineer-in charge or Engineer-in charge's representative issuing a certificate of Completion.

55. Final Account

The Contractor shall supply to the Engineer-in charge or Engineer-in charge's representative a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer-in charge or Engineer-in charge's representative shall issue a Defect Liability Certificate and certify any final payment (excluding SD) that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer-in charge or Engineer-in charge's representative shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of undisputed amount to the contractor. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer-in charge or Engineer-in charge's representative shall decide on the amount payable to the Contractor and issue a payment certificate, within 60 days of receiving the Contractor's revised account.

56 Operating and Maintenance Manuals

- 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer-in charge or Engineer-in charge's representative's approval, the Engineer-in charge or Engineer-in charge's representative shall withhold the amount stated in the Contract Data from payments due to the Contractor.

57. Termination

- 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (i) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer-in charge or Engineer-in charge's representative;

- (ii) the Engineer-in charge or Engineer-in charge's representative instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (iii) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (iv) a payment certified by the Engineer-in charge or Engineer-in charge's representative is not paid by the Employer to the Contractor within 50 days of the date of the Engineer-in charge or Engineer-in charge's representative's certificate;
- (v) the Engineer-in charge or Engineer-in charge's representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in charge or Engineer-in charge's representative;
- (vi) the Contractor does not maintain a security which is required;
- (vii) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the tender document; and
- (viii) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

(ix) If the Contractor has contravened Clause 33.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

57.3 When either party to the Contract gives notice of a breach of contract to the Engineer-in charge or Engineer-in charge's representative for a cause other than those listed under Sub Clause 57.2 above, the Engineer-in charge or Engineer-in charge's representative shall decide whether the breach is fundamental or not.

57.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

58. Payment upon Termination

- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in charge or Engineer-in charge's representative shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer-in charge or Engineer-in charge's representative shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable Law.

59. Property

All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

60. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer-in charge or Engineer-in charge's representative shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

61. Additional Clause

61.1 Site Order and Instruction

A work order book shall be maintained on the site and it shall be the property of Employer and the Contractor or his authorized representative shall promptly sign orders given therein by the Engineer-in charge or Engineer-in charge's

representative and comply with them. The compliance shall be reported by Contractor to the Engineer-in charge in sufficient time so that it can be checked. The blank work order book with machine numbered pages in duplicate with perforated sheet for three copies will be provided by the contractor for this purpose. Whenever any instructions are written in the work order book, the Contractor shall be supplied the first carbon copy, one copy shall be supplied to the Employer or his site representative and remaining copies shall be retained by the Engineer-in charge.

61.2 Notice to Engineer-In-Charge

The contractor shall give to the Engineer-in charge normally 48 hours notice except in exceptional cases of urgency, of his intention to set out or give levels or check for any part of the works so that timely arrangement may be made for checking or issuing instructions. He shall indicate therein by which date the information, if any, is required by him.

62. Force Majeure

- 62.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 62.2 For purposes of this Clause, "Force Majeure" means an event of situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 62.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

63. Custody of Drawings:

The Drawings shall remain in the sole custody of the Engineer-in charge or Engineer-in charge's representative 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-in charge or Engineer-in charge's representative all drawings provided under the contract, if so desired by the Engineer-in charge or

Engineer-in charge's representative .

The contractor shall give adequate notice in writing to the Engineer-in charge or Engineer-in charge's representative of any further drawing or specification that may be required for the execution of the works or otherwise under the contract.

In case alternative design submitted by the contractor is accepted by the Employer's Engineer and works executed as per alternative design, the original tracing and copies of drawings which may be with the Contractor shall be handed over to the Engineer-in charge or Engineer-in charge's representative on completion of the work and such tracings and drawings shall become the property of the Employer's Engineer. One copy of the Drawings furnished to the contractor or prepared by the Contractor and approved by the Employer's Engineer in case of contractor's alternative designs as aforesaid shall be kept by the Contractor at the site and the same shall at all the reasonable times be available for inspection and use by the Engineer-in charge or Engineer-in charge's representative and by any person authorized by the Employer's Engineer in writing.

The Engineer-in charge or Engineer-in charge's representative 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.

63.1 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-in charge or Engineer-in charge's representative and by any other person authorized by the Employer's Engineer in writing.

63.2 Disruption of Progress

The contractor shall give notice to the Engineer-in charge or Engineer-in charge's representative whenever planning or execution of the works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer-in charge or Engineer-in charge's representative within a reasonable time. The notice shall include details of the drawing for 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.

63.3 Delays and Cost of Delay of Drawings

If, by reason of any failure or inability of the Employer's 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 63.2**, the contractor suffers delay then the Employer's Engineer shall, after due consultation with the contractor, determine any extension of time to which the contractor is entitled under Clause 28, and shall notify the contractor accordingly.

63.4 Failure by contractor to submit Drawings

If the failure or inability of the Employer's 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 Employer's Engineer shall take such failure by the contractor into account when making his determination pursuant to **Sub-Clause 63.3**.

63.5. Supplementary Drawings and Instructions

The Employer's Engineer or Engineer-in charge or Engineer-in charge's representative 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.

63.6 Works Designed by Contractor

Where the contract expressly provides that part of the Works shall be designed by the contractor, he shall submit to the Employer's Engineer, for approval such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer-in charge or Engineer-in charge's representative as to the suitability and adequacy of that design and operation and maintenance manuals together with drawings of the works as completed, in sufficient detail to enable the Employer's Engineer to operate, maintain and adjust the works incorporating that design.

63.7 Responsibility Unaffected by Approval

Approval by the Employer's Engineer, in accordance with Sub-Clause 63.6, shall not relieve the contractor of any of his responsibilities under the contract.

64. 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, cookhouses, fire prevention and fire-fighting equipment, furniture other requirements in connection with such accommodation or amenities **at their cost outside the Port premises.No labour camps shall be allowed inside the Port premises.**

65. 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 or Engineer-in charge's representative

66. 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 long required.

67. Extraordinary Traffic:

The contractor shall use every reasonable means to prevent any of the access roads communicating with or on routes to the site from being damaged or injured by any traffic of the contractor or any of his subcontractors and in particular shall select routes, choose and use vehicle Crushed Stone Aggregate 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 rates. 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 Port. The contractor's working arrangement 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.

68. 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.

69. Supply of plant, materials and labour:

69.1 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.

69.2 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-in charge or Engineer-in charge's representative and such permission may or may not be granted by the Engineer-in charge or Engineer-in charge's representative.

69.3 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-in charge or Engineer-in charge's representative.

69.4 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-in charge or Engineer-in charge's representative shall be recovered from the contractor from any moneys due to him or to become due to him.

70. 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 or Engineer-in charge's representative. 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 Employer's 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.

71. Use of explosives: NOT APPLICABLE**72. 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-in charge or Engineer-in charge's representative his representative to assist him in taking levels and checking of alignments.

73. 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-in charge or Engineer-in charge's representative for approval, all drawings and documents required for the construction of storage sheds to the proper requirements.

74. 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, reports uch accident to the Employer's Engineer. The contractor shall also report such accidents to the competent authorities to whom such report is required by laws.

75. Materials brought to site:

Materials required for the works, whether brought by the Contractor or supplied by the Employer shall be stored by the contractor only at a place approved by the Engineer-in charge or Engineer-in charge's representative. 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-in charge or Engineer-in charge's 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 own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert to and become the property of the contractor.

76. Access to site:

The Engineer-in charge or Engineer-in charge's representative 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.

77. Inspection register:

An inspection register is required to be maintained at the site of work, duly issued by the Engineer-in charge or Engineer-in charge's representative and docketed by from the Engineer-in charge or Engineer-in charge's representative office. Which must be produced whenever called upon to do so by the Engineer-in charge or Engineer-in charge's representative or his representative during their inspection of the work. It will be the responsibility of the officer'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-in charge or Engineer-in charge's representative'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 Employer's Engineer or Engineer-in charge or Engineer-in charge's representative is reviewed during subsequent inspections to ensure their compliance.

78. Work during Night or on Sundays and authorized Holidays:

Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or authorized holidays without prior permission in writing of the Engineer-in charge or Engineer-in charge's representative.

79. 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 Employer's Engineer.

80. Safety Code

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

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

81. 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-in charge or Engineer-in charge's representative. The appliances and equipment shall be available for use at all times.

82. Details to be Confidential, Drawings and Photographs

82.1 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-in charge or Engineer-in charge's representative.

82.2 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-in charge or Engineer-in charge's representative .

SECTION-2
PART-II- SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer-in charge or Engineer-in charge's representative, deliver to the Engineer-in charge or Engineer-in charge's representative a return in detail, in such form and at such intervals as the Engineer-in charge or Engineer-in charge's representative may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Contractor on the Site and such other information as the Engineer-in charge or Engineer-in charge's representative may require.

2. COMPLIANCE WITH LABOUR REGULATIONS

- 2.1. During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer-in charge or Engineer-in charge's representative /Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Engineer-in charge or Engineer-in charge' representative shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- 2.2. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

CESS FOR TNCWWB

As per the provisions of the Tamil Nadu Manual Workers (Regulation of Employment and Conditions of Work) Act, 1982 and Tamil Nadu Manual Workers (Construction Workers) Welfare Schemes, 1994 and G.O.(MS) No . 295, Dt.17.12.2013 of Labour and Employment (12)Department, payment of cess to TNCWWB at 1% of the building or other construction works undertaken by Kamarajar Port Limited.

A recovery of 1% of the billed amount shall be effected progressively from each running bill as well as the final bill of the contractor for the works which are covered under the above mentioned Cess act. Hence the bidder shall include the component of Cess while quoting their rates for individual items of Bill of quantities.

3. SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labor and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.

- f) **Minimum Wages Act 1948:** The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
- g) **Payment of Wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) **Industrial Disputes Act 1947:** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets the same certified by the designated Authority.
- l) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other

occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

- n) **Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.,
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.
- q) **Employees State Insurance ESI Act, 1948:** The ESI Act, 1948, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary up to Rs.21,000/- per month (Rs.25,000/- per month in case of persons with disability) effective from 01.01.2017 and the employee's contribution rate (w.e.f 01.07.2019) is 0.75% of the wages and that of employer's is 3.25% of the wages paid/payable in respect of the employees in every wage period. Accordingly, the contractual/casual employees drawing wages up to Rs.21,000/- per month (Rs.25,000/- in case of PWD) employed either directly by Port or through contractor are covered under ESI Act, 1948.

Note: Any Amendments / Circular / Orders issued by the Central / State governments to the above Acts / Regulations will form part of the document and should be abided by the contractor.

SECTION - 3

GENERAL DESCRIPTION OF WORKS AND OTHER CONDITIONS.

SECTION – 3

GENERAL DESCRIPTION OF WORKS AND OTHER CONDITIONS

The works covered under this tender includes, but not limited to, ***“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road”***

The details regarding the location, alignment, plan, elevation and section etc. are all shown in the drawing enclosed under the **Schedule of Drawings**. The main items of works covered in this tender are as follows: -

The details of the works covered under this tender are as detailed below:

- a) Earth work excavation including dressing of sides ramming of bottom all as per relevant specification, drawings and depositing the excavated earth within a lead of 50m for transportation.
- b) Providing and laying Plain cement concrete of mix 1:2:4 in volumetric proportions for fixing 'L' Angle vertical members of PVC Coated chain link fencing.
- c) Supplying and fixing Galvanized Iron (G.I) -'L' Angle for Vertical member of size 75 mm x75 mm x 6 mm thick with necessary holes to be provided at top and bottom of the vertical member for fixing of Stay wire and a stiffener of length 200 mm by using ' L' angle of size 75 mm x75mm x 6 mm welded in the bottom of the vertical member and embedded into the foundation concrete of PCC 1:2:4 for the vertical member PVC coated chain link fencing.
- d) Supplying and fixing G.I. wire of 4 mm dia to achieve outer dia not less than 5 mm in required colour chain link with PVC coated fabric fencing of required width in mesh size 100 x 100 mm including strengthening with 4 mm dia - 2 nos (top and Bottom of the PVC coated chain link fencing)
- e) Supplying fabricating by welding and fixing in position Mild steel Grills of approved designs for gates made of M.S flats of 25 x 3.14 mm as verticals and horizontals around necessary hold fast, pintles, aldrop etc.,
- f) Supply and fixing of 75 mm PVC finolex 6 kgf/ Sq.cm main line pipe including accessories all as directed at site of work including all labour, tools equipment etc, complete
- g) Supplying and fixing of 50 mm PVC finolex 6 kgf/ Sq.cm sub line pipe including accessories and provide 2 m length for every 25 m hose pipe line and 5 metre length to sprinkler line all as directed at site of work including all labour, tools equipment etc, complete

- h) Supplying and fixing of flush valve for air 50 mm pipe line including accessories all as directed at site of work including all labour, tools equipment etc, complete
- i) Supplying and fixing 360 degree 3/4" brass sprinkler of white and golden brass, mild steel stand height 750mm for Lawn including accessories for pipe line every 9 metre distance and length of the pipe 5 metre end to be fixed in the sprinkler including gate valve all as directed at site of work including all labour, tools equipment etc, complete

Miscellaneous work

The above scope of work is indicative only it may vary i.e Inclusion & Omission of work depends on KPL's decision during execution period.

Any other works to be performed relevant to the BoQ items in the Kamarajar Port premises to be performed (apart from the above scope of works) as directed by KPL Engineer-in-charge.

Along with the offer, the bidder should submit a bar chart indicating their programme of work. On award of contract, the contractor shall within fifteen (15) days after the date of the Letter of Acceptance and/or Work order, submit to the Engineer-in charge for his consent a programme, in such form and detail as the Engineer-in charge shall reasonably prescribe, for the execution of the works. The contractor shall whenever required by the Engineer, also provide in writing for his information a detailed description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.

If at any time it should appear to the Engineer's representative that the actual progress of the works does not conform to the programme to which consent has been given the contractor shall produce, at the request of the Engineer's representative, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. The contractor shall submit to the Engineer-in charge within fifteen (15) days after the date of Letter of Acceptance and in any case prior to the commencement of the work, three copies of a detailed Critical Path Method (CPM) schedule and bar chart which shall be based on this preliminary programme submitted with the tender and as approved by the Engineer, showing the earliest and latest dates of commencement and completion of various activities of the work and also anticipated dates for delivery, erection / installation of bought out items for different sections of the work. The detailed Critical path method (CPM) schedule and bar chart shall be updated by the contractor every month.

The contractor shall submit to the Engineer-in charge on the first day of each week

or such longer period as the Engineer-in charge may from time to time direct, a progress report in an approved form shown up-to-date total progress, progress achieved against planned progress, during the previous week and progress forecast for the following week for all important items in each section or portion of the works, in relation with the approved CPM schedule and bar chart. The contractor shall, within fifteen (15) days after the date of the Letter of Acceptance, provide to the Engineer-in charge for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the contractor will be entitled under the contract and the contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

The submission to and consent by the Engineer-in charge 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.

The Engineer-in charge may at his discretion allot additional working area, if required by the contractor, anywhere inside the Port premises subject to availability and free of rental charges based on the requirements of work. The area occupied by the contractor beyond the time limit specified including extended period if any granted shall be charged as per the Employer's scale of rates.

During the construction period necessary safety measures have to be taken for the men working at site. The bidder shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent to wrong assumptions / assessment by the bidder or otherwise shall be allowed. The bidder shall take into account all these aspects before quoting their rates and shall not hold the Port 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 bidder on this account will not be entertained by the Port. **In case any additional investigations are required to be done at site by the bidder, he may do so at his own cost with the prior approval of the Engineer.**

The site will be handed over in stages/ fully, depending upon the approved construction programme of work. In case, if there is delay in handing over the site, due to any other exigence of Port related activities, the Engineer-in charge at his

discretion may grant extension of time, as he considers reasonable for the proper completion of work. The bidder has to take into account all the delays due to this kind of port activities. The grant of such extension of time, however, will not bestow on the contractor any right to claim compensation / extra payment for idling of plant, labour and overhead loss etc., even at a future date for any reasons whatsoever.

1. The contractor is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and of the rates and prices quoted in the priced Bill of Quantities and the schedule of rates and prices (if any) which rates and prices shall except insofar as they are otherwise provided in the contract, cover all his obligations under the contract apart from all matters and things necessary for the proper completion and maintenance of the work. The rate quoted shall be inclusive of all taxes, (excluding GST) 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.
2. If any temporary item of work is needed for the execution of the contract, the required details shall be submitted by the bidder with the proposals and connected drawings along with the tender. No payment shall be made for any temporary items of work. Before any Temporary works are commenced, the contractor shall submit sufficiently in advance to the Engineer-in charge or Engineer-in charge's representative for approval, his proposals for all temporary works including drawings and design calculations. The Engineer-in charge or Engineer-in charge's representative shall be at liberty to make any modifications to the temporary works in accordance with the conditions of the contract and the contractor shall carry out such modifications. In the event of the contractor considering that such modifications required by the Engineer-in charge or Engineer-in charge's representative will affect the security of the temporary works, or increase the contractor's liability under the contract, he shall give notice in writing to the Engineer-in charge within seven days of receipt of such communication. The Engineer-in charge will thereupon consider the matter and communicate his decision, which shall be final and binding on the contractor. Notwithstanding the approval by the Engineer-in charge or Engineer-in charge's representative of any submitted design for any of the temporary works the contractor shall remain entirely responsible for such works in all respects.
3. 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.

4. 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-in charge or Engineer-in charge's 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.
5. The area where the construction works have to be executed is inside the port area, due care shall be taken to avoid hindrance to other movement. During the construction period necessary safety measures have to be taken for the men working at site. The bidder shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender 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 wrong assumptions / assessment by the bidder or otherwise shall be allowed. The bidder shall take into account all these aspects before quoting their rates and shall not hold the Employer 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 bidder on this account will not be entertained by the KPL. In case any additional investigations are required to be done at site by the bidder, he may do so at his own cost with the prior approval of the Engineer. The site will be handed over in one stage. In case if there is delay in handing over the site, due to the port activities, the Engineer-in charge at his discretion may grant extension of time, as he considers reasonable for the proper completion of work. The bidder has to take into account all the delays due to the port activities. The grant of such extension of time however will not bestow on the contractor any right to claim compensation / extra payment for idling of plant, labour and overhead loss etc., even at a future date for any reasons whatsoever. No claim towards idle time charges will be entertained by the Port for any reasons whatsoever.
6. 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-in charge or Engineer-in charge's 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.

7. If any damage be done by the contractor to any mains, pipes, cables or lines (whether above or below structure) 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-in charge or Engineer-in charge's representative.
8. KPL shall not be held liable for any damages or compensation payable under the law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor or any sub-contractor and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.
9. The contractor shall (except if and so far as the specification provided otherwise) indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or crop being on the site suffered by tenants or occupiers) which may arise out or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:
 - i. The permanent use or occupation of the land by the works or any part thereof or (save as hereinafter provided) surface or other damages as aforesaid.
 - ii. The right of the Employer to construct the works or any part thereof on over under 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 Employer, 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 in which land crops will be distributed or damaged as an inevitable consequence to carry out the works.

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 whom such report is required to be made by law.

10. Contractor's Working Area

- 10.1 The Employer shall provide the area that can be conveniently spared, adjacent to the site of work, at its discretion, subject to availability, for Yard works and other appurtenant works to the contractor at free of cost.
- 10.2 The Employer will provide the land required for site offices, installation of concrete batching plant, testing laboratories etc., except labor camps at free of cost adjacent to the proposed Project site, during the tenure of the contract or such extended period, if any, subject to availability.

11. Compliance with rules and regulations:

- 11.1 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 KPL 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. KPL 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 Employer indemnified against any loss, cost and damages in the event of any action being taken for contravention.

12. **Port Rules**

- 12.1 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 Employer. Under no circumstances shall inflammable material be allowed to spill into the Harbour area.
- 12.2 The Contractor shall always observe and comply with the working rules and regulations of the Port in force or as issued from time to time.

13 **Entry of Labour in Port premises**

- 13.1 Only vehicles licensed by the Port will be allowed inside the Port premises. Two-wheelers are not allowed to enter the port premises.
- 13.2 Online RFID gate pass system is available for admission into the Port premises and is regulated by issue of RFID tags, passes for the contractor, his staff, labour, and materials on payment basis. These passes shall be accompanied by RFID identity cards valid for daily, weekly, monthly and yearly basis on the period of the contract. The identity card contains personal details of the labourer (including photograph), Aadhaar number, name of the work, name of the contractor, duration, etc. In case the contract is extended, necessary endorsement should be made by the concerned Engineer or his representative on the identity card regarding the extension of the contract period. The contractor is solely responsible for all the details incorporated in the passes and the identity cards and the KPL 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.**

The standard operating procedure is available in the RFID link in port website www.kamarajarport.in/content/innerpage/rfid.php

13.3 **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.

13.4 **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 or 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 or those as notified under the

Minimum Wages Act for the district for corresponding employees of the Employer whichever may be higher.

"The Engineer 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".

13.5 Festival and Religious Customs

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

13.6 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.

13.7 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 in respect of constructional plant as the Engineer's representative may require.

13.8 Removal of workmen

The contractor shall employ in and about the execution of the work only such persons those 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.

13.9 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 Port from time to time.

13.10 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 employees 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.

13.11 Regarding employment of the foreigner - NOT APPLICABLE**14 Defects liability:****14.1. 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, any defects which may develop or may be noticed before the expiry of the period i.e. **twelve (12) 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 hand delivery or by registered post.

14.2. 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. The Port also reserves the right, to encash the Bank Guarantee deposited in the

Port favour towards Performance Security Deposit for recovering the dues, claims, charges etc., payable to the Port by the Contractor.

15. Cost of Remedying Defects:

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

15.1 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-in charge 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-in charge shall notify the Contractor accordingly. The Port also reserves the right, to encash the Bank Guarantee deposited in the Port favour towards Performance Security Deposit for recovering the dues, claims, charges etc., payable to the Port by the Contractor.

16. Special risks:

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 **Section-5, Part-III, clause23.1, "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").

17. 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.

18. **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 **Section-5, Part-III, clause 23.1, "Removal of improper works and material"**. 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-in charge thereof in writing.

19. **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 (save as to the rights of the parties under this clause and to the operation of Clause, "**Settlement of disputes by arbitration**" hereof) terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

20. **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 i.e. Start date and the contractor shall complete entire scope of the works within **06 (Six) months** from this date.

21. **Taking-over certificate:**

When the whole of the Works of each BOQ 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-in charge also after full filling the requirements as specified in **Clause 3, Part-I, Section -5**. Such notice

shall be deemed to be a request by the contractor for the Engineer-in charge to issue a Taking-Over Certificate in respect of works. The Engineer-in charge shall within Thirty (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 Thirty (30) days of completion of each BOQ, to the satisfaction of the Engineer, of the works so specified and remedying any defect so notified.

22. **Supply of materials:**

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

23. **Service available at cost:**

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

The contractor shall make his own arrangements for water at his own cost from outside. KPL will not provide water supply for the work.

23.2. **Electricity Supply for Works:**

Electrical power required by the contractor will be provided that can be conveniently spared by the company from time to time.

1. The power point will be provided at the office premises or at the nearest panel box.
2. The contractor has to make his own arrangement for the cable required to extend the power supply to the load point, energy meter of the rated capacity, control switch and other safety devices.
3. The power cables shall be properly laid and the switch board shall be erected as per the electricity rules and guidelines.
4. Power supply will be provided after the inspection of the installations by the KPL Engineer.
5. Electrical safety regulations shall be strictly followed.

6. **(i) For Works:**

Electrical power supply will be provided for the consumption charges of

Rs.11.00 per Unit

7. The above rates are subjected to change from time to time as and when the TANGEDCO effects the tariff changes.

23.3. Supply of drinking water

The contractor has to make his own arrangements, and no drinking water will be supplied by the Employer.

23.4. Construction 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.

23.5. 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.

23.6. Mode of measurement and payment

The mode of measurement and payment are described in the "Preamble to Bill of Quantities", **Clause 2 of section 8.**

24. General conditions relating to works

24.1. Assistance for Engineer-in charge

The contractor shall provide the Engineer-in charge at all times during the contract period sufficient and qualified personnel to assist the Engineer-in charge in this duties to carry out or check any work and / or measurement of works. The contractor is also to provide the Engineer-in charge with necessary survey instruments and computers etc., as directed for inspection or measurement of the works by the Engineer-in charge.

24.2. Safety of adjacent structures of works

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

24.3. Expatriate personnel

Not Applicable

24.4. Unauthorized persons

No unauthorized persons will be allowed at the site. The contractor shall take steps to prevent trespass and prevent unauthorized persons from entering and / or being on the site. All the personnel will be required to wear their security passes as per requirements of local / port authorities. Access shall be limited to the area they are

working in and allowed by local / port authorities. Such passes shall be arranged sufficiently in advance both for men as well as vehicles and shall be renewed as and when required. Non-availability of passes or personnel to carry out the job within the stipulated time period shall not be considered as a plea for extension of time or extra cost.

24.5 **Firefighting arrangements**

a) The contractor may be subjected to periodic fire prevention inspections by local fire prevention authorities / Port Marine Department. Deficiency or unsafe condition shall be corrected at the cost of the contractor and the approval of the Engineer-in charge and the Port Marine Department.

These fire prevention inspections will include but are not limited to the following:

- i) Proper handling, storage and disposal of combustible materials, liquids and waste.
 - ii) Work operations, which can create fire hazards.
 - iii) Access to fire fighting equipment.
 - iv) Type, size, number and location fire extinguishers or other fire fighting equipment.
 - v) Inspection and maintenance of records for extinguishers.
 - vi) Type, number and location of containers for the removal of surplus materials and rubbish.
 - vii) General housekeeping.
- b) While carrying out works inside the Port area, the contractor shall isolate the zone under his occupation in consultation with the Marine Department. Smoke from welding etc., should be kept to minimum to ensure that false alarms are not raised.

24.6 **First aid facilities**

The contractor shall provide and maintain upon the work sufficient proper and efficient lifesaving appliances and first aid equipment to the approval of the Engineer-in charge and in accordance with the requirements of International Labour Organization (I.L.O.) Convention No.62. The appliances and equipment shall be available for use at all times. For work carried out within the dock area or in the vicinity of any wharf or quay, the contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961. The contractor's particular attention is drawn to **Clause 12 of Section 2 part 1** of the above said

Regulation in respect of erection and maintenance of staging. Contractor shall indemnify the Port from the cases booked by the Labour Enforcement Officer (L.E.O.) for his (contractor's) negligence. The contractor shall at his own expense, provide adequate First aid services on the site including trained first aid staff during all working hours. The contractor shall also make necessary arrangements with a local hospital and with doctors so that his sick or injured persons may receive the best available medical treatment with a minimum billing at any hour of the day or night. For this purpose, he shall provide a suitably equipped ambulance.

24.7 **Site register**

For the purpose of quick communication between the Engineer-in charge and the contractor, site register shall be maintained at site in the manner as described below: Any communication, relating to the works may be conveyed through records in the Site Registers, such as communication from one party to the other shall be deemed to have been adequately served in terms of **Clause 61.1 of Section 2 part 1** of the Conditions of Contract. Each Site register shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be kept in the office of the Engineer. Any instruction or order which the Engineer-in charge may like to issue to the contractor may be recorded by him in the Site Register and two copies thereof taken by him for his record.

24.8 **Progress photographs**

The contractor shall arrange to take Progress Photographs and videos regularly at his cost; the positions from which the photographs/videos are to be taken shall be directed by the Engineer. The contractor shall submit on monthly basis minimum one set of color photographs (size 15cm x 10cm) containing 12 photographs in albums and also in CD form both photos and videos. Prints may not be reproduced without the approval of the Engineer. No extra rate shall be paid for this purpose and the quoted rate is deemed to cover the cost of this item also.

24.9 **Construction records**

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

24.10 **Temporary fencing**

The contractor shall at his cost provide and maintain temporary fencing both fixed

and movable type and gates to adequately enclose all boundaries of the site office / site workshop, site stores etc., including security and in accordance with the requirements of the Engineer-in charge and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion, all expenses in this connection shall be borne by the contractor.

24.11 Temporary access

Access shall be provided to the site by the contractor from the nearby main road at no extra cost as directed by the Engineer-in charge or Engineer-in charge's representative. The contractor shall be responsible for proper maintenance of this access road and take all care to see that the existing services if any are maintained in working order. The contractor shall provide temporary access / approach if necessary, otherwise shall maintain the existing roads being used by him.

24.12 License, permits, etc.,

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

24.13 Existing services

The contractor's attention is drawn to the possibility that there might be existing underground or overhead services & service line inside and around the port areas i.e., within the site of the proposed works. It is the contractor's responsibility to work cautiously and carefully so that these are not damaged. Any damage to the services shall be repaired and restored immediately as directed by the Engineer-in charge without any extra cost. The contractor is required to ascertain and allow in his cost for any rerouting of the services that may be necessary for the due execution of the contract and any claim resulting from his failure to do so will not be admitted.

24.14 Safety and security measures

- a. The method of work for successful completion of work shall be at the sole discretion of the contractor. The contractor shall take all preventive and precautionary measures to ensure complete safety of all site personnel, inhabitants of the buildings including any third party, together with all buildings on or around the site. Temporary and permanent including adjacent building and buildings completed or partly completed by any third party, till

satisfactory completion of work in respect to each existing building.

- b. The contractor shall comply with all applicable Laws, Regulations and Standards. The contractor shall be responsible for the co-ordination of all safety matters and shall promptly comply with any specific safety instructions given by the Engineer-in charge or by the respective authorities.
- c. When any work is performed at night or where day light is shut off or obscured, the contractor shall, at his cost provide appropriate lighting facilities to continue execution and permit inspection. During such periods the access to the place of work shall also be clearly illuminated. All wiring for electric lights and power shall be installed and maintained, securely fastened in a place at the points and shall be kept away as far as possible from telephone and signal wires. All wiring shall be subject to approval by the Engineer.
- d. The contractor shall adequately safeguard the site, products, materials, plant and the works from damage and theft. The contractor shall provide his and his sub contractor's staff and work people with permits required for admittance to restricted areas. In relation with this contract the following shall be observed.
 - i) Any security procedures as demanded by local authorities / Port such as passes, badges interruptions to work, etc., shall be strictly adhered to.
 - ii) The cost for security measures under this Clause shall be borne by the contractor.

24.15 Maintaining utility and services

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

24.16 Facilities, attendance etc., on nominated sub contractors

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

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

24.17 Limitation of operations

The contractor shall refrain entering area of the site not allocated to him unless he

obtains the prior written approval of the Engineer-in charge and appropriate authorities. Should the contractor wish to make use of any adjoining or property of offices or halls, he shall first obtain the written clearance / consent of the Engineer-in charge and then shall apply to the appropriate authority for permission to use the area. If such permission is granted, the contractor may make use of the area thus permitted to use, but on completion shall clear away and make good any damage at his own expense and pay all costs and charges in connection therewith. The contractor shall be solely responsible to obtain required permits / authorization from other agencies/ Departments for the due performance of the contract and delay if any arising thereof shall not be quoted as reason for extension of time and consequent additional cost. The Contractor has to comply with all Port operational procedures set forth by Port Authorities as and when required at his own cost.

24.18 Work program for areas with restricted access

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

24.19 Noises and dust control

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

24.20 Access to contractor's plants, works, surveying etc.,

The Engineer-in charge shall have at all time during working hours access to the Contractor's plant workshop etc., and shall have the right to call for and obtain any information regarding the maintenance and operation of plant, progress of works, etc., from the contractor. For making such visits to the Plant etc., the contractor shall make available to the Engineer-in charge, a suitable transport facilities provided for the purpose.

24.21 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.

24.22 Details to be Confidential, Drawings and Photographs

24.22.1 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.

24.22.2 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.

25. Working Condition

25.1 Access to the Site

The access of men and materials to the site has to be through any of the designated Gates of the Port. The contractor has to comply with all necessary formalities as per Port rules for movement of men material and equipment on to the site.

25.2 Port Requirement

The normal port operations will be continued throughout the progress of the works and the contractor shall carryout their works without any hindrance to others.

25.3 Clearance of site on completion

After completion of the contract the contractor shall remove at his own cost all balance materials of construction, shutter, scaffolding, Electrical and any other equipment, plant or materials introduced by the contractor.

25.4 Environmental Considerations

The contractor shall refrain from using plant, which makes excessive noise, particularly during the hours of darkness, which shall be limited to 45db(A) at a distance of 100 m from the working area and other plants.

The information furnished hereinafter and provided elsewhere is given in good faith, but the Bidder shall satisfy himself regarding the weather, tides, etc., and no claim will be entertained due to any error in the information supplied.

Section 4

CONTRACT DATA

CONTRACT DATA

The Employer Is	Kamarajar Port Limited (KPL)	1.2 of sec – 2 Part – I
The Engineer-in charge is	Officer nominated or appointed by Kamarajar port Ltd for the works.	1.3 of sec –2 Part – I
The Engineer-in charge 's representative is	Officer nominated or appointed by Kamarajar port Ltd in writing who shall direct and supervise and to perform the duties set forth in sub clause 5 of section 2 hereof and be in charge of the works. .	1.4 of sec – 2 Part – I
The Conciliator Appointed jointly by the Employer and Contractor is:	* Name: * Address: * (to be filled in after the Conciliator has been appointed)	1.5 of Sec 2, Part -1 –
The Name and Identification/location no. of this contract	“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road on Item Rate contract”	
Signing of Agreement	Within 14 days of issue of Letter of Acceptance, the successful bidder should furnish the performance security and sign the agreement with the Employer.	29.4 of Sec.-1
Remitting of Performance Security	Within 14 days from date of issue of Letter of acceptance.	30.0 of Sec.-1
Notice to proceed the works	Upon furnishing the Performance Security and entered the contract Agreement with employer by the successful Bidder, the Employer will promptly issue Notice to proceed the work.	29.6 of sec 1
Start Date	The work shall be taken to have been commenced from the date on which the Notice to proceed with the works to be issued by KPL.	20.0 of Sec.-3
Programme for the work .	The contractor shall submit a Program for the works within 21 days of delivery of the	27.1 of Sec -2

	letter of Acceptance.	
Program Update	The period between Programme updates shall be 30 days	27.2 and 27.3 of Sec-2 Part – I
Late submission of an updated program	The amount to be withheld for late submission of an updated Programme shall be 1% of the contract value.	27.3 of Sec-2 Part – I
The Intended Completion Date for the Whole of the works	6 Months (Six Months) from the Start Date	20 of Sec.-3
Defects Liability Period	Twelve (12) months from the date of issue of completion certificate	32.3 of Sec-2 Part –I
Minimum Insurance	(a) Loss of or damage to the works, Plant and Materials- The Contractor is to insure for full contract value. (b) loss of or damage to Equipment – All the equipment's should be properly insured. (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract-The minimum insurance cover for physical property, injury and death is Rs.3,00,000/- per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always and (d) personal injury or death-Insurance is to be taken for all staff and employees employed in the project	13 of Sec-2 Part – I
Termination of Contract	Refer Clause No. 57 of Section 2 Part I	57 of Sec.-2 Part 1
language	The language of the Contract documents is English	12.1 of Sec-1
Contract Law	The law which applies to the Contract is the law of Union of India under the jurisdiction of Madras High Court	3 of Sec-2 Part 1
Liquidated Damages	Levied at the rate of 0.5% of the contract value per week of delay or part thereof,	48 of Sec.-2 Part – I

	subject to maximum of 10% of the contract Price.	
Advances	No Advance payment will be made under this contract.	31 of Sec.-1
ECS payment	As per the Payment Clause	
Entry of Labour	Ref Clause No. 13 of Section 3	13 of Section 3
Water Charges & Electricity	Refer Clause No. 23.1 & 23.2 Section 3	23.1&23.2 of Section 3
Employment of Technical Staff	Refer Clause 9.3 of Section 2 of Part 1	9.3 of Section 2 of Part 1
ESI Contribution	Refer Clause 3 of Section 2 of Part II	3 of Section 2 of Part II
Cess for TNCWWB	Refer Clause 2.2 of Section 2 of Part II	2.2 of Section 2 of Part II

SECTION -5

**TECHNICAL SPECIFICATION OF
MATERIALS AND WORKS**

SECTION - 5
PART I - MATERIAL AND WORKMANSHIP

1. General provision

1.1. Standards

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

IRC : Indian Road Congress

IS / BIS : Indian Standards

BSS : British Standard Specification

Cp : British Standard Code of Practice

ASTM : Standard of the American Society for Testing Materials

AASHTO : American Association of State Highways and Transportation
Officials

Standard products

If mention is made in the Contract of named products of individual manufacturers, this indication of the standard or type and workmanship of goods, which are satisfactory to the Engineer. The Contractor may substitute similar Products of at least equal quality and suitability, subject to the approval of the Engineer-in charge provided that the Contractor has submitted with his Tender proposals for such substitution with full particulars of the proposed alternative products; otherwise, the Contractor's proposals may not be considered. Proposals by the Contractor for the supply of manufactured products shall be accompanied by certification that the manufacture's products are approved by the relevant standards authority.

2. Test certificates

Where specified, each consignment of materials or products intended for use in the Permanent works shall be accompanied by a manufacturer's test certificate showing that it conforms in all respects to the appropriate standards and specifications. If no such certificates are enclosed, the Engineer-in charge shall

have the materials or products tested by a nominated testing authority. The costs of such tests shall be borne by the Contractor.

3. **As-built drawing**

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

4. **Works to be kept dry**

If certain parts of the Works or Temporary works are liable to flooding at any stage, the Contractor shall be responsible for preventing such flooding and for promptly rectifying any damage to the works or Temporary works so occasioned by flooding.

5. **Materials and workmanship**

5.1 **Quality of materials, workmanship and testing facilities**

All materials are intended to form or forming part of the works. All workmanship and all work under the Contract shall be in accordance with the Contract and with the instructions of the Engineer-in charge. Those materials, which shall conform to the relevant standards, shall be subject to the approval of the Engineer-in charge and shall be subjected from time to time to such tests as the Engineer-in charge may direct. Tests shall be carried out either at the contractor's laboratory or at any other place as directed by the Engineer-in charge. The Contractor shall provide without delay, all such attendance, assistance, facilities and equipment as are required for examining, measuring, sampling and testing of work and the quality, weight and quantity of materials and things intended to form or forming part of the works as and where required by the Engineer-in charge. The Contractor shall re-do/replace such work, materials and things rejected by the Engineer-in charge.

5.2 **Sampling**

Samples shall be taken in accordance with the relevant standards and in such a way and number that they can be considered to be representative of the full quantity of materials from which they are taken. Samples submitted for approval of materials to be supplied, or of the standard of workmanship and subsequently approved will be kept by the Engineer-in charge's Representative who may reject all

materials or workmanship not corresponding in quality and character with the approved samples. Suitable labeled boxes or containers for the transport and storage of samples shall be provided by the Contractor.

5.3 Testing

All materials intended to form part of the Works shall, unless otherwise directed by the Engineer-in charge, be tested in accordance with relevant standards and with the requirements of this specification. The contractor shall carry out such tests of his own as is necessary to ensure compliance with the Specifications.

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

5.4 Prevention of damage to materials

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

5.5 Costs of compliance

The costs incurred by the Contractor in complying with the provisions of **Clause 5** shall be borne by the Contractor provided that the Employer shall reimburse to the Contractor.

- The cost of testing if the testing is ordered by the Engineer-in charge to be carried out by an independent person or agency at any place other than the Site or the place of manufacture or fabrication of the materials or things to be tested and is not specifically required by the Contractor to be carried out by an independent person or agency.
- The cost of core drilling if such drilling is required by the Engineer-in charge to obtain samples from the Works and not specifically required by the Contract;
- Such cost if any, of finished or partially finished work is ordered by the Engineer-in charge to be tested under load to ascertain whether the design of such work is appropriate for the purposes which it is intended to fulfil and such test is not clearly intended or provided for in the contract.

Notwithstanding the above provisions, the costs incurred by the Contractor in complying with the provisions of this Clause shall entirely be borne by the

Contractor if the test shows workmanship, materials or things not in accordance with the provisions of the Contract or the Engineer's instructions.

5.6 Compliance - no reason for extension of time

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

5.7 Inspection before concealment

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

6. Levels and dimensions

The Contractor shall carryout his own surveys and measurements to verify existing levels and dimensions of existing features shown on the drawings, as and when deemed necessary by him. Wherever dimensions or levels are shown on the Drawings such dimensions or levels shall take precedence over dimensions scaled from the Drawings and scaled dimensions shall be used only in the absence from the Drawings and/or elsewhere of other more precise information. Large scale Drawings shall be used in preference to drawings of a smaller scale. In the event of discrepancies between the Drawings and the specifications, the specifications shall have precedence over the Drawings. Whenever there is any doubt or in-consistency regarding the levels/datum's etc., indicated in the drawings, the same shall be got clarified from the Engineer-in charge before proceeding with the works. The Engineer's decision will be final and binding on the contract.

7. Setting out

7.1. Setting out the works

Setting out the works shall be done by the Contractor by such dates as to permit timely commencement of the work. The Contractor shall furnish, install and maintain all markers, buoys, shore beacons and other items necessary to define the works. The setting out of the Works under Contract shall be executed by the Contractor with the Engineer's Representative in attendance.

7.2. Checking of setting out

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

Engineers' Representative may direct.

7.3. Data for setting out the works

The levels shown in the Drawings are referred to Chart Datum (C.D.) unless otherwise stated in the Drawings. Prior to commencement of work, the Contractor shall engage a qualified Surveyor to check the locations and levels of the existing reference points at the Site and install additional reference points for his works, which will not be affected by construction operations. Coordinates and levels of existing reference points will be provided by the Engineer-in charge but the Contractor shall carry out all additional survey and leveling work necessary for setting out the works in fulfillment of his obligations.

8. Conditions of site

Before carrying out any work, the Contractor shall inspect the Site in conjunction with the Engineer's Representative to establish its general condition which shall be agreed and recorded in writing, and where, in the opinion of the Engineer-in charge or his Representative it is deemed necessary, by means of photographs. The boundary of the land provided for the execution of the works will be defined by the Engineer's Representative and the Contractor shall provide erect and maintain from commencement to final completion, approved markers indicating the boundary of the working area at regular intervals as the Engineer's Representative may require.

PART – II – SPECIFICATION OF MATERIALS – FOR CIVIL WORKS

All the materials and works are to be in confirmation / as per the BIS / CPWD / MORTH Specification otherwise it is specifically described.

1.1 Material Selection:

The goods or materials to be supplied by the contractor should 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. On approval of the each sample only the placement of purchase order should be carried out by the contractor. The MAKES OF MATERIALS provided in the table as Annexure 1,2& 3 only should be used for the subject work. No alternate make is allowed.

1.2 As per tender specifications, drawings and standards etc. In general job shall be done as per CPWD specifications. However brief specifications are given here under for general guidance purpose of the Bidders. The job scope includes casting of isolated footings as per drawings, and all other building activities including civil / sanitary / plumbing / electrical works as spelt out in the detailed drawings and specifications. It shall be clearly be noted that the bidders are required to give their lump-sum rates taking into consideration all aspects as per site requirements and drawings/specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials and labor .Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and any other works necessary to complete the job though especially not covered in the scope of work. In general, the scope of work covers the following but not limited to:

- Earth work excavation including dressing of sides ramming of bottom all as per relevant specification, drawings and depositing the excavated earth within a lead of 50m for transportation.
- Providing and laying Plain cement concrete of mix 1:2:4 in volumetric proportions for fixing 'L' Angle vertical members of PVC Coated chain link fencing.
- Supplying and fixing Galvanized Iron (G.I) -'L' Angle for Vertical member of size 75 mm x75 mm x 6 mm thick with necessary holes to be provided at top and bottom of the vertical member for fixing of Stay wire and a stiffener of length 200 mm by using ' L' angle of size 75 mm x75mm x 6 mm welded in the bottom of the vertical member and embedded into the foundation concrete of PCC 1:2:4 for the vertical member PVC coated chain link fencing.
- Supplying and fixing G.I. wire of 4 mm dia to achieve outer dia not less than 5 mm in required colour chain link with PVC coated fabric fencing of required width in mesh size 100 x 100 mm including strengthening with 4 mm dia - 2 nos (top and Bottom of the PVC coated chain link fencing)
- Supplying fabricating by welding and fixing in position Mild steel Grills of approved designs for gates made of M.S flats of 25 x 3.14 mm as verticals and horizontals alround necessary hold fast, pintles, aldrop etc.,

- Supply and fixing of 75 mm PVC finolex 6 kgf/ Sq.cm main line pipe including accessories all as directed at site of work including all labour, tools equipment etc, complete
- Supplying and fixing of 50 mm PVC finolex 6 kgf/ Sq.cm sub line pipe including accessories and provide 2 m length for every 25 m hose pipe line and 5 metre length to sprinkler line all as directed at site of work including all labour, tools equipment etc, complete
- Supplying and fixing of flush valve for air 50 mm pipe line including accessories all as directed at site of work including all labour, tools equipment etc, complete
- Supplying and fixing 360 degree 3/4" brass sprinkler of white and golden brass, mild steel stand height 750mm for Lawn including accessories for pipe line every 9 metre distance and length of the pipe 5 metre end to be fixed in the sprinkler including gate valve all as directed at site of work including all labour, tools equipment etc, complete

GENERAL INFORMATION:

1.0 GENERAL:

The work under this tender shall be executed strictly in accordance with the constructional and material requirements defined under these specifications and as per BIS / CPWD / MORTH specified. The Contractor shall carefully acquaint himself with these specifications to determine his contractual obligations for the work. The conditions of these specifications will be binding on the Contractor and no deviation shall be permissible unless specifically approved by the KPL Engineer - in - Charge in writing. In absence of any detailed specifications, these specifications, latest Indian Specifications and code of practice shall become applicable. Wherever the codes and specifications are silent then the same shall be governed by sound engineering practices and the decision of the KPL Engineer-in-Charge in matters of interpretation etc., shall be final and binding on the Contractor.

1.1 DRAWINGS/DIMENSIONS:

Figured dimensions on drawings shall supersede measurements by scale and drawings to a large scale take precedence over those to a smaller scale. Special dimensions in the specifications shall be checked on site. The dimensions where stated do not allow for wastage, laps joints etc., the levels. Measurement and other information concerning the existing site on the drawings are believed to be correct, but the contractor shall verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained hereinafter on account of any errors or omissions in the levels or the description of the ground turning out to be different from what was expected or shown on the drawings.

1.2 CORRELATION OF DRAWINGS:

Before commencement of work, the contractor shall correlate all relevant structural, construction and services drawings and satisfy himself that the information available is complete and unambiguous. The contractor shall be responsible for any error / difficulty in execution / damage incurred owing to any discrepancy in the drawings which has been over looked by him and has not been brought to the notice of the KPL Engineer -in - charge before execution.

1.3 B.I.S CODES OF PRACTICE:

Wherever any reference is made in the specifications to any bureau of Indian Standard (IS) code of practice, it shall be understood to indicate the latest version of the code of practice in usage at the time of construction.

2.0 SPECIFICATIONS

2.1 The work under this tender shall be executed strictly in accordance with the constructional and material requirements defined under these specifications and as per BIS / CPWD / MORTH specified.

3.0 APPLICABLE CODES AND STANDARDS:

3.1 The codes and standards generally applicable to the work of this section are listed hereinafter.

IS : 383	Coarse and fine aggregates from natural sources for concrete.
IS : 456	Code of practice for plain and reinforced concrete.
IS : 516	Methods of testing for strength of concrete.
IS : 1199	Methods of sampling and analysis of concrete.
IS : 1489	Portland - Pozzolana cement
IS : 1838	Performed fillers in expansion joints in concrete non-extruding and resilient type
IS : 1946	Code of practice for use of devices in walls, ceiling and floors of solid Construction
IS : 2389	Methods of testing of aggregates for concrete's
IS : 2505	Concrete vibrators, immersion type
IS : 2645	Integral cement water proofing compounds
IS : 3414	Code of practice for design and installation of joints in buildings
IS : 3558	Code of practice for use for immersion vibrators for consolidating concrete
IS : 4082	Recommendation on stacking and storage of construction materials
IS : 7861	Code of practice for extreme weather concretizing
IS : 7861	Recommended practice for hot weather (Part I) concretizing
IS : 8112	Ordinary Portland Cement (Grade - 43)
IS : 12269	12269 Ordinary Portland Cement (Grade - 53)
IS : 783	Code of practice for Laying of RCC Pipes

PART-I

The following clauses are intended to amplify the requirements of the reference document listed above and the contractor shall comply with these clauses.

4.0 SUBMITTALS:

4.1 MATERIAL REPORT:

Prior to start of delivery of materials required, the following shall be submitted by the contractor to the KPL Engineer - in - Charge for approval.

Suppliers and / or sources of all consumable materials including cement, "L" angles, fine and coarse aggregates, water additives, etc.

5.0 MATERIALS:

Before bringing to the site, all materials shall be approved by the KPL Engineer - in - Charge. All approved samples shall be deposited in the office of the KPL Engineer - in - Charge before placing orders for the materials with suppliers. The materials brought on to the work shall conform in every respect of their approve samples.

Fresh samples shall be deposited with the KPL Engineer-in-Charge whenever type or source of any material changes. The contractor shall check fresh consignment of materials as it is brought on to the works to ensure that they conform to the specification and / or approved samples.

The KPL Engineer-in-Charge shall have the option to have any of the materials tested to find whether they are in accordance with specifications at

the contractor's expense. All bills vouchers and test certificates which in the opinion of the KPL Engineer-in-Charge Engineer - in - Charge are necessary to convince him as to the quality of materials or their suitability shall be produced for his inspection when required.

Any materials which have not been found to the specification and not approved by the KPL Engineer - in - Charge shall be rejected forthwith and shall be removed from the site by the Contractor's at his own cost within the time stipulated by the KPL Engineer -in - Charge. The KPL Engineer - in - Charge shall have the powers to cause the contractors to purchase and use materials from any particular source, as many in their opinion be necessary for the proper execution of work.

6.0 CEMENT:

Cement shall be provided by the Contractor

On the following types of cement as specified shall be used

a) Ordinary Portland Cement of Grade-53 confirming to IS 12269-1987 from reputed manufacturers of cement such as Ultra Tech Cements, Birla Cements, ACC, India Cements, Madras Cements, Chettinad Cements, Dalmia Cements as approved by the Engineer.

Cement at site shall be stored in dry weather proof go-downs (or shed) built by the Contractor at his own costs in stacks which are not higher than 10 bags. The cement go-down shall be constructed as per CPWD specifications. The contractor shall conduct all necessary tests as specified in the IS, at his own cost to ascertain himself on quality of the material issued.

6.1 CEMENT:

Cement shall be stored on a raised floor in dry weather proof & dust free but well ventilated shed.

Cement bags shall be stacked close together away from external walls and in stacks of not more than ten bags to avoid lumping under pressure.

Cement stored during monsoons or cement expected to be in store for more than eight weeks shall be completely enclosed in 700 micron polyethylene sheet so arranged that the flap close on the top stack. The contractor shall ensure that protective polyethylene sheet is not damaged at any time during use.

Consignments of cement shall be used in order of delivery. A record shall be kept of the batch numbers of cement deliveries in such a form that the part of the works in which the cement is used can be readily identified, If during delivery or by test, the cement is found to be defective, the same shall be returned back forthwith.

The contractor shall be responsible for the storage of cement at the site and no claim will be entertained in the event of any damage occurring to cement due to faulty storage by the contractor or on account of his negligence.

Cement stored on site for a period longer than eight weeks shall be tested to the satisfaction of the KPL -in-Charge before it is used in the works. Cement that has failed the tests' conducted shall not be used in the works and shall be remarked from the site immediate by without fail.

Supply of cement shall be made in 50-Kg bags bearing manufacturer's name and BIS marking. Every consignment of cement shall be accompanied with the manufacturer's test certificate with the following specific information / details:

- i. The complete test results conducted for the specifications mentioned in the contract.
- ii. Reference to the supplies made on the strength of the test certificate sent to the KPL.
- i. The competent officer of the supplier should authenticate all the entries made in the test certificate. Test certificate can be either original or photo copy duly authenticated by a responsible official of the supplier.

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

6.3 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.

6.4 A Copy of the manufacturer's test certificate showing conformity of the particular consignment to BIS specifications in addition to the invoice and bills shall be submitted by the contractor for the supply of cement.

7.0 WATER:

Water used in the works shall be potable water and free from deleterious materials. Water used for mixing and curing concrete as well as for cooling and / or washing aggregate shall be fresh and clean, free from injurious amounts of oil, salts, acids, alkali, other chemical and organic matter.

Water shall be from the source approved by the KPL Engineer-in-Charge and shall be in accordance with clause 4.3 of IS 456.

Before starting any concreting work and whenever the source of water changes the water shall be tested for its chemical and other impurities at ascertain its suitability for use in concrete for approval of the KPL Engineer-

in-Charge. No waters shall be used until tested and found satisfactory. Cost of all such tests shall be borne by the Contractor.

8.0 STORING OF AGGREGATE:

Aggregate shall be stored on a suitable well drained raft of concrete, timber, metal or other approved material. The storage of aggregate on the ground will not be permitted.

Each size of aggregate shall be stored separately in such a manner as to prevent spillage and mixing of one aggregate with an adjacent aggregate. The dividing walls of any bins shall be of sufficient height and the aggregate shall be so deposited that a distance of 100 mm shall be left between the top of the division wall and any part of the aggregate stack.

When stacking piling, the aggregate shall not form pyramids resulting in segregation of different size particles. The stacks shall be regular and of a height not exceeding two meter.

SECTION 6

FORMS

FORM 1

FORMAT OF BID SUBMISSION LETTER

(On letter head of the bidding firm)

Reference No.

Date:

From:

.....
.....

To:

The Deputy General Manager (Civil),
Kamarajar Port Limited,
Vallur Post,
Chennai – 600120.
Tamil Nadu

Dear Sir,

**Subject: Submission of tender for Providing chain link fencing and sprinkler
irrigation system to lawns at left & right side of Hibiscus and Nerium
roads**

Reference: Tender No: 2025115096

- 1) Having examined the completeness of bid documents including Invitation of Bid, Instruction to bidders, Conditions of contract, Technical specifications, Bill of Quantities, Drawings, Forms and Annexures for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy any defects therein in conformity with the said Bid document being awarded to us.
- 2) I/We undertake, if our bid is accepted, to:
 - i) Furnish Performance Guarantee within 21 (Twenty-one) days of receipt of the Letter of Acceptance/Work order.
 - ii) Enter into Contract Agreement within 21 (Twenty-one) days of receipt of the Letter of Acceptance/Work order. Form of contract agreement is in Section 5 (Form 13).
- 3) Unless and until a formal agreement is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us, but without prejudice to your right to withdraw such acceptance under the provisions of the conditions of contract.

- 4) I(Name of the Bidding Firm)..... submit herewith our bid through e-procurement portal for selection of our firm/organization as contractor for the above mentioned contract. The submission comprises, separately **of**:
- i) Technical Bid &
 - ii) Financial Bid
- 5) I undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 6) I certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the tender documents.
- 7) Our Bid is valid for the period of Ninety (90) days from the date of submission deadline fixed for the tender and will be binding on us.
- 8) I have not made any tampering or changes in the bid documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/ the contract will be liable to be terminated along with forfeiture of contract performance security, even if LOA has been issued.
- 9) I understand that, the Kamarajar Port Limited is not bound to accept any bid that the Kamarajar Port Limited may receive.

Yours faithfully,

.....

Signature of authorized signatory of firm/Lead member (Seal)

Address:

.....

.....

Enclosures: **Forms 2 to 15 (whichever applicable)**

FORM 2**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF THE FIRM****POWER OF ATTORNEY***

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we (Name of firm with address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.(name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to “ **Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road**” including signing and submission of all documents and providing information/responses to Deputy General Manager (Civil), KPL, Chennai, representing us in all matters, dealing with KPL in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of 2025.

(Signature of authorized Signatory)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**Notes:*

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

FORM 3

Firm's Audited Financial Data: Turnover of the firm

Amounts in Rupees

Sl. No.	Particulars	Turnover in Rupees
1	FY 2022- 2023	
2	FY 2023- 2024	
3	FY 2024 - 2025	
	Average of 3 years	

Note:

- i. Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- year as required in eligibility criteria **Clause 5.3 (i) of Section 1**. The copy of document should be duly notarized, subject to production of the originals when demanded.

DATE:

BIDDER'S SIGNATURE WITH STAMP

FORM 4**SIMILAR WORKS EXECUTED DURING LAST SEVEN (7) YEARS**

Please provide information only for the similar projects for which the Employer as a corporate entity legally contracted your firm, or where your firm participated as one of the major companies within a consortium/JV.

Contractor's Experience in similar projects only:

Sl. No	Project Name	Project Value	Contract Period		
			Date of commencement	Date of Actual completion	Date of scheduled completion
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Note:

- i. Copy of the document proof for the completed works (the best illustrated above) issued by the employer/competent authority to the bidder should be enclosed as required in eligibility criteria **clause 5.3(ii) of Section 1**. The copy of document should be duly notarized, subject to production of the originals when demanded.
- ii. Separate sheet for each completed works should be attached by the bidder.

DATE:

BIDDER'S SIGNATURE WITH STAMP

FORM 5

SUMMARY OF CURRENT CONTRACT
COMMITMENTS / WORKS IN PROGRESS

Name of Contract and client	Value of work	Value of pending work	Completion Date	
			Scheduled	Estimated

NOTE:

Bidder shall provide information on their current commitment on all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which, full completion certificate has yet to be issued.

DATE:

BIDDER'S SIGNATURE WITH STAMP

FORM 6**LIST OF EQUIPMENTS PROPOSED FOR THE WORK;N.A****FORM 7****PERSONNEL / STAFF PROPOSED FOR THE PROJECT**

(Here specify the summary of the experienced Key Personnel proposed to be employed for the work)

Sl. No	Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position

DATE:

BIDDER'S SIGNATURE WITH STAMP

FORM-8

CLAIMS / ARBITRATION

**(Here briefly state the details of client / Arbitration/suits/appeals/other legal
proceedings)**

Sl. No	Name of the work	Value of claims	Whether award announced, if so in whose favour.

DATE:

BIDDER'S SIGNATURE WITH STAMP

Tender No: 2025115096

***Tender for providing chain link fencing and sprinkler
irrigation system to lawns at left & right side of Hibiscus and Nerium roads
and replacement of damaged SS handrails along the centre median
of Bougainvillea road***

KAMARAJAR PORT LIMITED

FORM -11 – NOT APPLICABLE

Bid Securing Declaration Format

Tender No: 2025115096

*Tender for providing chain link fencing and sprinkler
irrigation system to lawns at left & right side of Hibiscus and Nerium roads
and replacement of damaged SS handrails along the centre median
of Bougainvillea road*

FORM 12

FORMAT FOR PERFORMANCE SECURITY - **NOT APPLICABLE**

FORM 13

FORM OF AGREEMENT

(Subject to modifications as required by the EMPLOYER)

Contract Agreement No.....of 2025

This CONTRACT AGREEMENT is made this _____ day of _____ **2025**

BETWEEN

1. The Kamarajar Port Limited, an Autonomous Body of the Ministry of Shipping of the Government of INDIA, incorporated under the Companies Act, 1956 as Amended thereafter, under the Laws of India and having its principal place of business at Vallur (Post), Chennai-120 (hereinafter called “the Port”)

AND

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

Whereas the Employer invited Tenders against Tender for **“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road”**.and has accepted a Tender by the Contractor in accordance with the contract schedule, in the sum of _____ [Contract Price in words and figures, expressed in the Contract currency(ies)][hereinafter called “the Contract Price”]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall constitute the contract between the KAMARAJAR PORT LIMITED and the contractor, and each shall be read and construed as an integral part of the contract:
 - (a) This contract Agreement;
 - (b) Special Conditions of contract
 - (c) General conditions of contract;
 - (d) Technical Requirements (including schedule of Requirements and Technical Specifications, drawings);
 - (e) Notice inviting tender;
 - (f) Replies issued to the clarifications, addenda is any issued [Numbers and dates];
 - (g) The contractor’s Bid and original price;
 - (h) The Employer/Board’s Notification of Award;
 - (i)[Correspondence the Employer/Board had exchanged with the bidder till and after award of contract [specific letters and dates]
 - (j)And [add any other document(s)]

AND WHEREAS

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

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

AND

In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to KAMARAJAR PORT LIMITED towards loss, damage to the Site area / existing pipelines and other equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

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

For and on behalf of the Kamarajar Port Limited, Chennai	For and on behalf of the Contractor
Signed:	Signed:
Designation:	Designation:
In the presence of	In the presence of
Witness:	Witness:
1.	1.
2.	2.

FORM 14

DRAFT INTEGRITY PACT – NOT APPLICABLE

FORM 15**PROFILE OF THE BIDDER**

General Information	
TYPE OF VENDOR	Person / Organisation / Group
Sub-Type of the Vendor	Person: Mr./ Ms./ MrMs./ Artificial Juridical Person Organisation: Company / Firm / Government / Local Authority Group: Association of Persons (AOP) / Body of Individuals (BoI) / Hindu Undivided Family (HUF) / Trust (AOP) / Krish (Trust Krish)
Registered Name of the Vendor	
Type of the Vendor	MSME / MSME (SC) / MSME (ST) / Others
Address of the Registered Office or Head Office	
Mailing Address of the Vendor	
PAN	
GSTN Number	
Phone Number (with STD code)	
Fax Number	
E-mail ID	
Type of Entity	
Date of Establishment	
Name of the Chief Executive	--
Name of Authorized Signatory	
Phone No. and Email ID of the Authorized Signatory	
Name of Contact Person	
Phone No. and Email ID of the Contact Person	
Other details, if necessary	
RTGS / NEFT Details	
Name of the Bank	
Bank (Branch) Postal Address	
Bank Account Number	
Nature of the Account	
RTGS* - Code of the Branch	
NEFT** - Code of the Branch	
MICR Code	

RTGS* - Real Time Gross Settlement", NEFT - *National Electronic Fund Transfer".
These "IFSC" Codes are unique numbers of each Branch - "Indian Financial Service
Code'. For some Branches both the codes are the same and some Banks, may**

**maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill -
up both the rows, even if it is the same.**

Name and Designation of Signatory:

Seal & Signature of

Authorized Person

Name of Firm:

Address:

LETTER OF ACCEPTANCE
(On letter head paper of the port)

_____ (date)

To:

(Name and address of the contractor)

Dear Sirs,

Sub: Tender for **“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads ”**.- Reg.

Ref : Your bid dated _____ and (list of correspondence with the bidder)

This is to notify you that your Bid dated _____ for execution of the work of **“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road”** for the contract price of Rupees _____ (amount in words and figures as corrected and modified in accordance with the Tender document is hereby accepted by the Employer/Board).

You are hereby requested to furnish Performance Security, in the form detailed in Tender Document for an amount of Rs. _____ within _____ days of the issue of this letter of acceptance valid upto 21 days from the date of completion of all contractual obligations expiry of taking over certificate and also sign the contract agreement within _____ days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed Letter of Acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Deputy General Manager (C)
Kamarajar Port Limited,
Chennai

Tender No: 2025115096

*Tender for providing chain link fencing and sprinkler
irrigation system to lawns at left & right side of Hibiscus and Nerium roads
and replacement of damaged SS handrails along the centre median
of Bougainvillea road*

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs – NOT APPLICABLE

SECTION 7

PREAMBLE TO BOQ

PREAMBLE TO BILL OF QUANTITIES

1. General

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

The total cost of complying with all the provisions, conditions, obligations and liabilities etc. described in the contract and of carrying out the works as specified including, but not by way of limitation, all charges and the rates and prices inserted in the Bill of Quantities hereinafter unless expressly otherwise provided for in the contract. Consequently, the contractor shall have no claim for further or extra payment in respect of any work or rates and prices set against each item are to be for full and / or described in the specification which can reasonably be inferred there from and are to cover the cost of provision of all labor, materials, tools, tackles, plants, equipment, fuel, over head& profit etc., all as per conditions stipulated elsewhere. The rates shall also include all contingent costs and charges including all taxes such as Income Tax, Building & other Construction workers welfare cess and general tax, **(excluding GST)** and all the contractor's obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works. The quantities given in the Bill of Quantities are estimated. The basis of payment shall be the actual quantities of work ordered and carried out as measured jointly by the contractor and by the Engineer-in charge or his representative and valued at the rates and prices specified in the Bill of Quantities, where acceptable and otherwise at such rates and prices as the Engineer-in charge may fix within the terms of the contract. The quantities of work and materials stated in the Bill of Quantities shall not be considered as limiting of extending the amount of work to be done or material to be supplied by the contractor.

The contractor is deemed to be familiar with all site conditions at the Port Site, weather, all site investigation records, available means of access and the locality of any existing services and working restrictions due to testing site features or other contractor's works in order to execute the works. General directions and descriptions of work and materials are not necessarily repeated or summarized in

the Bill of Quantities. The contractor is deemed to have referred to the relevant sections of the contract documentation and prices incorporated against each item in the Bill of Quantities. The method of measurement is described in the following preambles and / or is demonstrated in the measured items included in the Bill of Quantities.

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

The following abbreviations have been used:

PS -Provisional Sum

LS -Lump Sum

M /m -metre

M2/ m2 -square metre

M3/ m3 -cubicmetre

T/t /Te/ te/MT -tonne

wk -week

No. -Number

Rs. -Indian Rupee

2. METHOD OF MEASUREMENT & MODE OF MEASUREMENT

2.1. General

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

2.2. Units Rates prevail

In case of any arithmetical errors in the calculations (Quantity x Unit Rates) in the Bill of Quantities, the quoted unit rates shall prevail. Arithmetical errors will be corrected by the employer in the manner set out in the Instructions to Bidders.

The required area shall be worked out correct up to 2 places of decimals of sq.mtr. and quantity shall be worked out up to 2 places of decimals of cubic meters of all items. The length & width shall be worked out correct up to 2 places of decimals of running meter for all the measurements. However levels shall be recorded in three decimals.

2.3. Removal/Dismantling/ Demolition N.A

2.4. Concrete

The concrete works shall be measured net to the dimensions shown on the drawings or ordered by the Engineer-in charge or Engineer-in charge's representative except where otherwise specially described at prescribed in the specifications.

The rates for concrete shall include for all labour, material, tools, tackles, plant, equipment, fuel, transporting, curing etc.

3. PAYMENT

3.1. General

Payment to the contractor shall be made on the recorded measurements and the contractor will have to submit bills in the prescribed form once in a month and payment will be made ordinarily once in a month. The Port shall pay 75% of the net amount of the bill 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.

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

The bidders to submit the following in their letter head for ECS procedure.

1. Name of the Bank, Branch and full postal Address
2. Account Number
3. MICR Number
4. Type of Account
5. IFSC code number
6. Copy of PAN Card
7. TIN Number
8. Income tax PAN
9. GST

3.3Concrete

The rate for concrete items shall include all costs that are necessary to obtain concrete quality as described in the specifications but not limited to the following items:

- Supply, delivery and storage of all materials
- Provision of all mixing, transport equipment etc.
- Curing concrete and making and curing of test cubes and testing
- Provision of all shuttering, centering
- Provision of ducts and void formers
- Finishing as specified
- All labor, fuel, tools, tackles, and contingent items

General

- 1) The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer-in charge and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer-in charge may fix within the terms of the Contract.
- 2) The rates and prices bid in the priced Bill of Quantities except insofar as it is otherwise, provided under the Contract, include all constructional plant, labour, supervision, materials, all temporary works and false works, erection, maintenance, establishment and overhead charges, profit, foreign taxation and levies, taxes (other than GST)local levies and other charges, together with all general risks, liabilities and obligations set out or implied in the Contract and including remedy of any defects during the Defects Liability Period.
- 3) “Re-preparation as per Specifications requirement of previously completed similar works before construction of subsequent layers/works shall be deemed to be included in the Bid Rates and Prices in the Priced Bill of Quantities (BOQ) of respective items”.
- 4) The rates and prices shall be quoted entirely in Indian Rupee.
- 5) The rate or price rounded off to the nearest Indian Rupee shall be entered against each item in the Bill of Quantities both in figures and words, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter

a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

- 6) The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.
- 7) General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

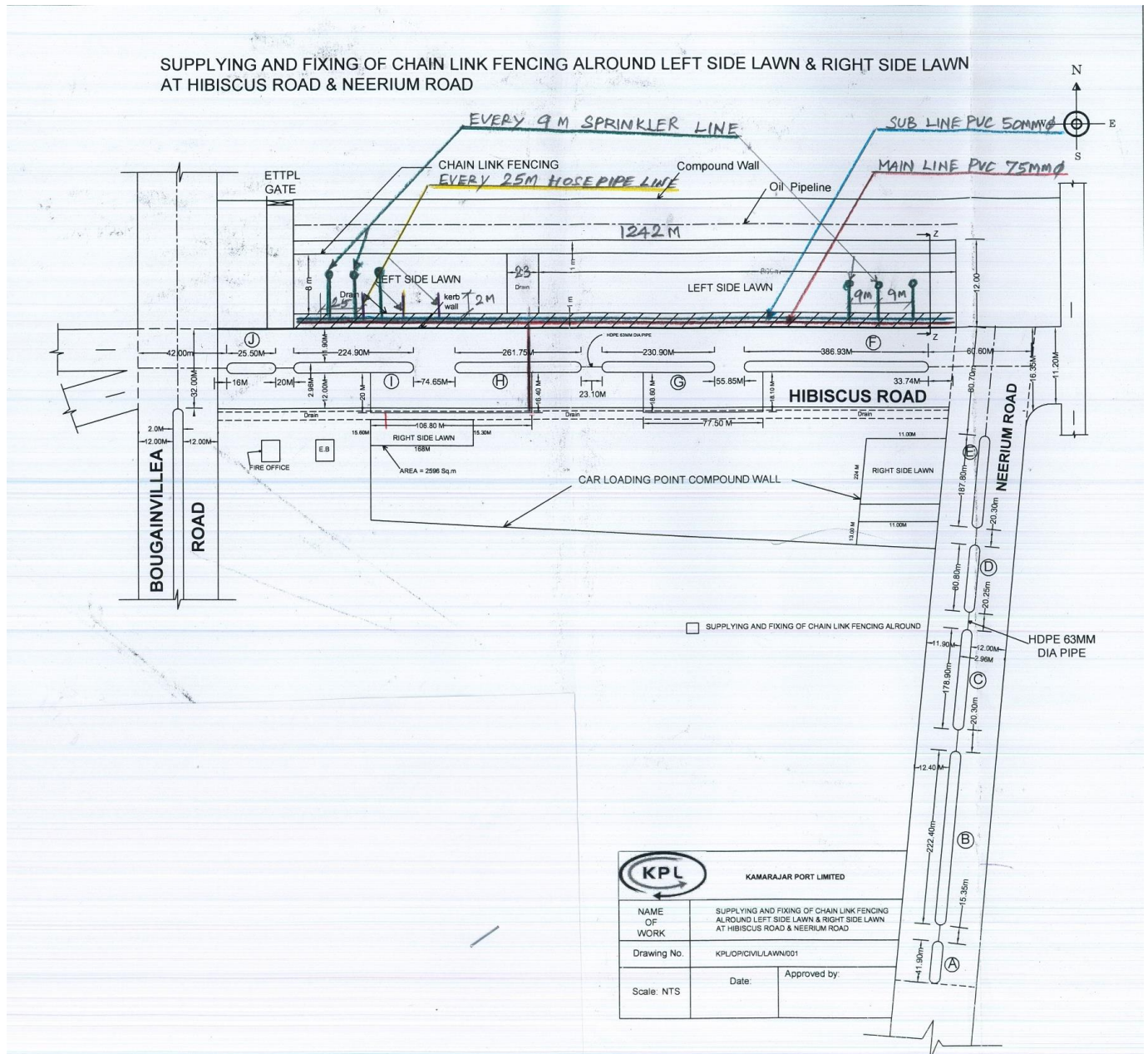
SECTION 8

DRAWINGS

KAMARAJAR PORT LIMITED

(A Company of Chennai Port Authority)

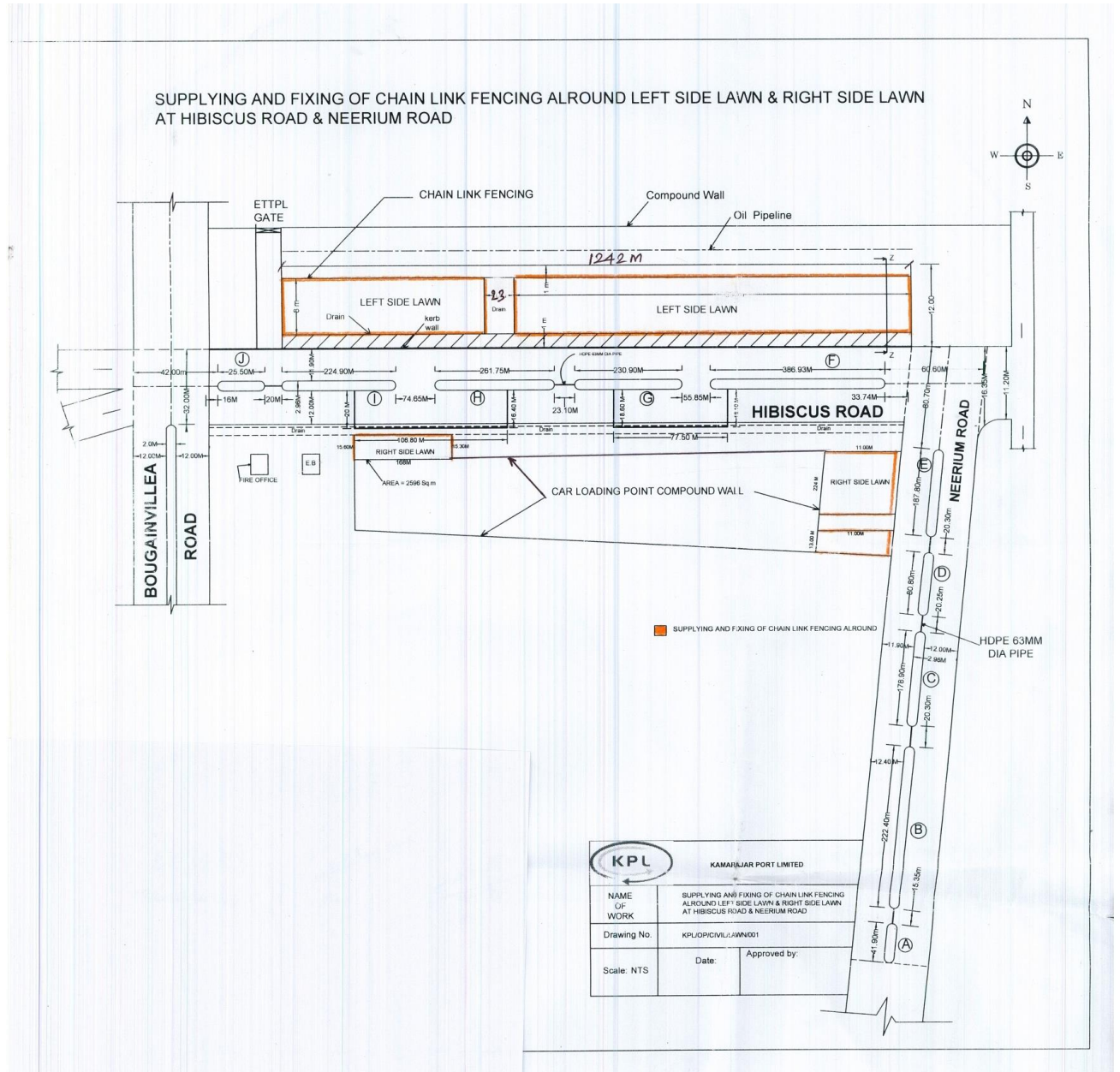
“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads)”.



KAMARAJAR PORT LIMITED

(A Company of Chennai Port Authority)

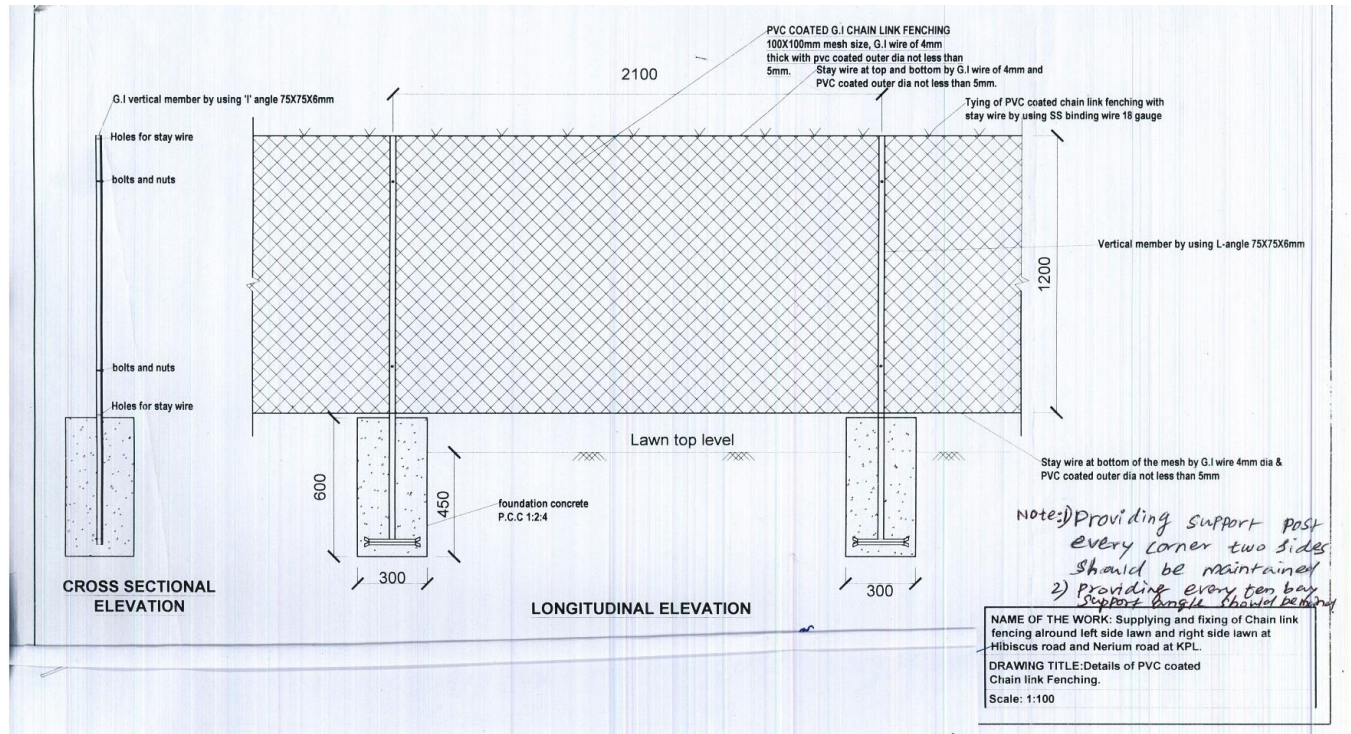
“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads)”.



KAMARAJAR PORT LIMITED

(A Company of Chennai Port Authority)

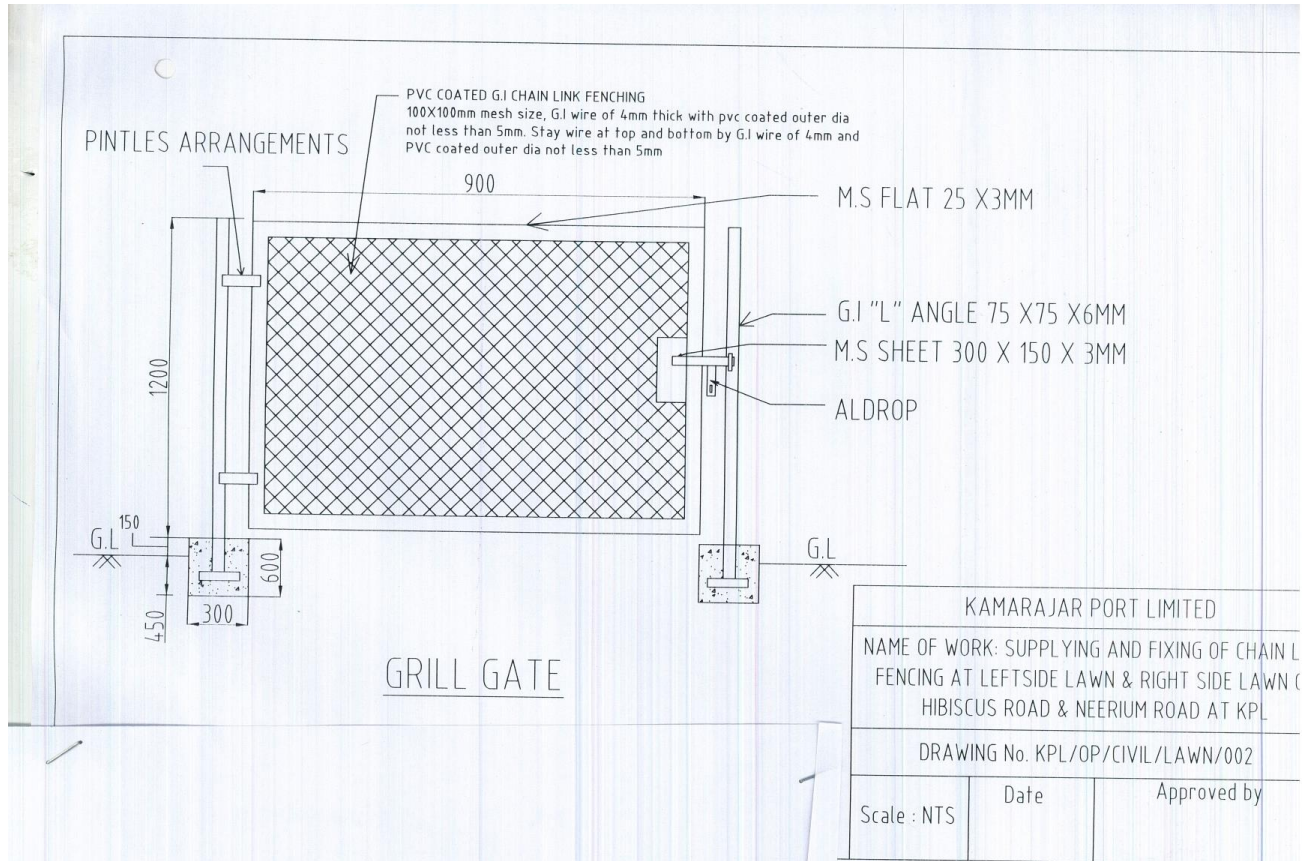
“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads)”.



KAMARAJAR PORT LIMITED

(A Company of Chennai Port Authority)

“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads)”.



KAMARAJAR PORT LIMITED

(A Company of Chennai Port Authority)

“Providing chain link fencing and sprinkler irrigation system to lawns at left & right side of Hibiscus and Nerium roads and replacement of damaged SS handrails along the centre median of Bougainvillea road”.

