PARADIP PORT AUTHORITY
ENGINEERING DEPARTMENT
HARBOUR WORKS DIVISION No.II

BID DOCUMENT FOR THE WORK

PROVIDING DRAINAGE FACILITIES ALONG WITH RETAINING WALL ADJACENT TO STORAGE PLOTS AT LEFTOVER AREAS ALONGSIDE CONCRETE ROAD INSIDE HARBOUR AREA.

Office of the Harbour Works Division No.II,
Engineering Department, Paradip Port Authority,
First Floor, Administrative Building,
Post: Paradip – 754 142,
Dist: Jagatsinghpur (Odisha).
Mob: (0) 9938935675
E-mail: pradoshkumarm@paradipport.gov.in

PARADIP PORT AUTHORITY
ENGINEERING DEPARTMENT
HARBOUR WORKS DIVISION No.II.

No.:CE/ HW-II-W-10/2026/224 Date: 06.11.2026

e-Tender Call Notice

(1) e-Tenders are invited in **Single Stage Two Bid System** in **Item Rate basis** for the following work on behalf of Paradip Port Authority from the experienced bidders meeting the prequalifying criteria through on-line bidding on the website **eprocure.gov.in/eprocure/app** having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

(2) **(a)** The bidder should have **ESI and EPF Registration Certificate**.

(b) The bidder should have **GST Registration Certificate**.

(c) The bidder should have **PAN Card & Income Tax Return of preceding three** years

(3) The bidders may submit bids for the following work.

Description of work	Estimated Cost of work (in Rs.)	Earnest Money Deposit (in Rs.)	Cost of Tender Fee (non-refundable) (in Rs.)	Period of Completion
Providing drainage facilities along with retaining wall adjacent to storage plots at leftover areas alongside concrete road inside harbour area.	16,87,77,853.25 (Excluding GST)	33,75,558.00	10,000.00	15(Fifteen) Months

Scope of work:-

The work involves items like Dismantling and removing of existing damaged RCC drain , culverts, slabs , Earth work excavation, Dewatering , PCC 1:3:6, RCC M:20 & M-30, Shoring and shuttering, Centering & shuttering, Fe-500 steel, IRC Gr-I & Gr-II metal , DLC, PQC M-30, PVC pipe and engagement of machineries.

N.B.:(i) The bidder who has been Blacklisted/Terminated/Debarred in any other organization as well as PPA shall not be considered for bid evaluation. In this regard, the bidder shall upload an undertaking as per the given format in the tender document.

(ii) The bidder shall upload the documentary evidence for Sl. No. 2(a), (b) & (c) above along with the Technical Bid.

(iii) The deposit of cost of Tender Fee and E.M.D by the participating bidder will be made by National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS) only to the Account mentioned as at 4.1(B) Bid Information. A self signed copy of acknowledgement for cost of Tender Fee must be uploaded along with the Technical Bid.

(OR)

Any Firm registered with National Small Industries Corporation Ltd. (NSIC), Micro & Small Enterprises, 2012 to all MSE's registered with District Industries Centers (DIC)/Khadi & Village Industries Commission (KVIC)/Khadi & Village Industries Board (KVIB)/Coir Board/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)/ Udyog Aadhar Memorandum (UAM), irrespective of relevance of the product category shall be **exempted** towards deposit of EMD and Tender Fee for the subject tender. Such registration certificate must be uploaded by the bidder along with the Technical Bid failing which the tender shall not be considered.

(iv) The bidder shall upload the experience certificate for completed similar work(s) having Schedule Date of Commencement & Completion, Actual Date of Completion, Contract Value, Actual Executed Value etc. In addition to this, Bidder should upload the Work Order(s) & Bill of Quantity(ies) in respect of the completed similar work(s), Contact address of the organization/ Contact person with Mobile No., Landline No., Postal Address etc. who has issued such certificate(s).

(v) Bidders to note that the clauses for EMD, Security Deposit, Retention Money and variations depicted in the Special Conditions of Contract supersede the corresponding clauses in Conditions of Contract (Civil Works, 2004).

4. TIME SCHEDULE OF TENDER:

Sl. No.	Particulars	Date	Time
1	Tender e-Publication date	06.11.2026	17:00 Hrs.
2	(a) Document download start date	06.11.2026	17:00 Hrs.
	(b) Document download end date	27.11.2026	17:00 Hrs.
3	(a) Start date for seeking Clarification on-line	---	---
	(b) Last date for seeking Clarification on-line	---	---
4.	Date of Pre-Bid meeting & Site visit	---	---
5.	Date of uploading response to Clarifications sought	---	---
6.	(a) Bid Submission start date	06.11.2026	17:00 Hrs.
	(b) Bid Submission end date	27.11.2026	17:15 Hrs.
7.	Tender Opening Date.	30.11.2026	11:00 Hrs.

4.1 CONTRACT DATA

(A) GENERAL INFORMATION:

SL. No.	Item	Details
1	Name of the work	Providing drainage facilities along with retaining wall adjacent to storage plots at leftover areas alongside concrete road inside harbour area.
2	Employer	Paradip Port Authority.
3	Executing Authority	Executive Engineer, Harbour Works Division No.II, Paradip Port Authority.
4	Estimated cost put to Tender:	**Rs.** 16,87,77,853.25
5	Accepting Authority	Chairman /Chief Engineer, Paradip Port Authority.

(B) BID INFORMATION:

1	Intended completion period/ Time period assigned for completion	**15(Fifteen) Months**
2	Last Date & Time of submission of Bid	Date **: 27.11.2026** Time**: 17:15 Hrs**.
3	Date of opening	**30.11.2026 at 11:00 Hrs.**
4	Tender Fee and Earnest Money Deposit	**Rs.10,000/-** and **Rs.33,75,558/-** respectively to be deposited separately by NEFT/RTGS only to the Bank Account as detailed below : A/C No. **: 0254104000169615** In favour of **:** Paradip Port Authority. Type of A/C **:** Saving Branch **: IDBI Bank Ltd.,** Madhuban, Paradip. IFSC **: IBKL0000254**
5	Bid validity period	180 Days from the date of opening of the bid.
6	Currency of Contract	Indian Rupee
7	Language of contract	English

5. Bidders with the following eligibility criteria only may participate:

5.1 **Financial Criteria:**

Average Annual Turnover during the last three financial years ending with **March' 2026** should not be less than **Rs.5,06,33,356**(Scanned copy of the original Audited balance sheets with Profit & Loss account statement shall be uploaded in proof of turnover).

5.2 **Similar work executed criteria:**

Scanned copy of original experience certificate of having successful completion of similar type of work(s) during the last 07 (Seven) years ending last day of month previous to the one in which applications are invited should either of the followings:

Either (i) 03 (Three) completed works each costing not less than 40% of the estimated cost put to tender i.e. Rs. **6,75,11,142/-** (Excluding GST).

(OR)

(ii) 02 (Two) completed works each costing not less than 50% of the estimated cost put to tender i.e. Rs. **8,43,88,927/-**(Excluding GST).

(OR)

(iii) 01 (One) completed works each costing not less than 80% of the estimated cost put to tender i.e Rs.**13,50,22,283/-(**Excluding GST).

N.B: **(1)** ***Similar works in this case shall be defined as General Civil Works.***

(2) Scanned copy of Original TDS Certificate must be uploaded along with Technical Bid, if the work certificate from any Private Organization is submitted for the above purpose. The TDS amount deducted in respect of the claimed similar completed work(s) executed by the bidder should be certified by a Chartered Accountant (with valid UDIN).

6. Bid documents consisting of e-Tender Notice, Information to Bidders for e-procurement, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Technical Specifications & Bill of Quantity (BOQ) in prescribed .xls format and the set of terms and conditions of contract and tender details can be seen in the website: https://eprocure.gov.in/eprocure/app.

7. For effecting the Bid, the online Bidder shall deposit **the cost of Tender Fee, and EMD** separately to the A/C mentioned at 4.1(B) (Bid Information) through National Electronic Fund Transfer (**NEFT**) / Real Time Gross Settlement **(RTGS**) and obtain the acknowledgement of the said transaction. A self signed copy of these acknowledgements should be uploaded by the Bidder while submitting the tender in respect of documents regarding cost of Tender Document, EMD.

The Bidder should ensure that the transaction shall be within stipulated bidding period for that tender. No previous dues of the bidder shall be adjusted towards the above transaction of cost of Tender Fee and EMD. The bidder shall not use the same transaction in more than one tender, otherwise his bid will be rejected.

The account from which the cost of Tender Fee and EMD will be deposited should be in the name of Contractor/authorized person of the firm who have digitally signed the bid. Refund of EMD in respect of unsuccessful bidders will also be made to that specific account of the bidder.

The standard form for refund of EMD is available in the Tender documents under heading "APPENDICES", so as to facilitate the bidder for applying refund of EMD. Refund of EMD in respect of unsuccessful bidder will only be made to that account from which it was deposited by the Bidder.

8. The Bid documents will be available in the website: eprocure.gov.in/eprocure/app from **06.11.2026 to 27.11.2026 upto 17:15 Hours for online bidding.**

9. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.

10. All Bids are to be submitted online on the Website eprocure.gov.in/eprocure/app. No Bid shall be accepted off-line. The Bids shall be received **only "online" on or before 27.11.2026** upto **17:15 Hours.**

11. The copies of the **EPF & ESI Registration**, **GST Registration**, **PAN card, ITRs** etc. should be uploaded by the Bidder while submitting the Tender (**as per the Checklist enclosed**).

12. In the e-Tender System, after uploading the Bid; the bidder not to send any documents (Hard copy) to the Tender inviting Authority before opening of Technical Bid (in case of Two Stage Bid). After opening of the Bid, the Authenticity of the uploaded documents as per requirement of the e-Tender document will be verified by the Tender Inviting Authority.

13. After evaluation of bid, all the bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.

14. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the prescheduled time by the *Bid Openers* with their Digital Signature Certificate (DSC). **The bidders can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.** The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

15. Extra Additional Security Deposit (EASD) wherever applicable will be collected from the successful bidder along with the Initial Security Deposit (ISD) after issuing the Letter of Intent (LOI). Back-out from the offer by the participating bidder after opening of Technical Bid (in case of two stage bid) or price bid (in case of single stage bid) OR non deposit of EASD by the successful bidder will liable for forfeiture of EMD and suitable action shall be taken up against the bidder as per decision of competent authority of PPA. EASD may be accepted in form of Demand Draft, Bankers Cheque, **Electronic Bank Guarantee (e-BG) in favour of Paradip Port Authority and must be drawn on any scheduled Bank located at Paradip**. **While issuing e-BG, the details of Paradip Port Authority required by the bank is annexed as Appendix-II in the tender document.**

(i) The delay condonation will be for a period of 15 (Fifteen) Days beyond scheduled date as mentioned in Letter of Intent (LOI), at the written request of the Contractor on genuine grounds acceptable to Port with an additional security deposit/e-BG of 5% over the original (as per LOI) security deposit/B.G value.

(ii) The above period can be further extended for another 15 (Fifteen) Days at the written request of the contractor on genuine grounds acceptable to Port with an additional security deposit/e-BG of 10% over the original (as per LOI) security deposit/e-BG value in addition to the above 5% (i.e total 15% extra).

(iii) If the contractor fails to deposit ISD/EASD/PSD even within the extended period of 30 (Thirty) Days after the scheduled date as mentioned in Letter of Intent (LOI), the bid of the bidder shall be summarily rejected and the bidder will be debarred from participating PPA tenders for a period of 02 (Two) years apart from forfeiting the tender EMD. In case of MSME/NSIC Bidders, as there is no EMD, MSME/NSIC Authority will be informed for necessary action at their end.

16. If there is a tie between two or more bidders for deciding the L-1 Offer, then the designated Tender Committee will finalize the tender by a transparent lottery system through video recording in presence of the L-1 bidders or their authorized representatives. Even if any or all L-1 bidders or their authorized representatives fail to be present at scheduled date and time of lottery, duly informed to them, the lottery system shall be carried out by the committee to finalize the L-1 bidder.

17. Other details can be seen in the bidding documents.

18. The authority will not be held responsible for any technical snag or network failure during on-line bidding. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender website. Under any circumstances, PPA shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures

19. The authority reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender.

20. Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He/she/they may contact the **Executive Engineer, Harbour Works Division No.II** or his authorized representative at his office at Administrative Building, Paradip Port Authority, Dist: Jagatsinghpur, Odisha – 754 142. In this regard, non-compliance of the same will no way relieve the successful

bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

21. The Board of Paradip Port Authority is not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.

22. The work is subjected to Third Party Inspection by an Agency assigned by Paradip Port Authority during the execution.

23. Price Escalation is applicable in this contract.

24. The Bidder must go through the "Special Terms and Conditions of Tenderers (**Preference to Make in India**)" of the tender document before bidding and fill up all the Annexures as per format given in the tender document. The bidder, at the time of bidding shall be obliged to indicate the percentage (%) of Local Content & provide self certification as per the format enclosed as Annexure-V of Preference to Make in India.

25. The L1 bidder has to provide in house testing laboratory setup at the work site in respect of the scope of work.

26. The L1 bidder has to provide competent engineering personnel as per requirement for execution of the work.

27. VALIDITY:

The tender shall remain open for acceptance for a period of **6 months** from the date of opening of techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Board of Paradip Port Authority and /or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Board of Paradip Port Authority /Sanctioning Authority.

Sd/-
Executive Engineer,
Harbour Works Division No.II,
Paradip Port Authority

CHECK LIST TO BE UPLOADED BY THE BIDDER

Name of Work: Providing drainage facilities along with retaining wall adjacent to storage plots at leftover areas alongside concrete road inside harbour area.

Sl. No	Descriptions	Reference to Clause No.	Uploaded (Yes/No)	If Yes, Page Reference
1	(a) Scanned copy of acknowledgement towards Cost of Tender Document/ Exemption Document	Clause No.6.1(A) of ITB		
	(b) Scanned copy of acknowledgement towards EMD /Exemption Document	Clause No.6.1(A) of ITB		
2	Scanned copy of Audited Balance Sheet with Profit & Loss statement			
	F.Y. - 2022-23	Clause No.6.1(A) of ITB		
	F.Y. - 2023-24			
	F.Y. - 2024-25			
3	Scanned copy of original experience certificate of having successful completion of similar type of work(s) during the last 07 (Seven) years ending with last day of month previous to the one in which applications are invited.			
a)	Three similar completed works costing not less than (40%) of estimated cost put to tender **Rs.6,75,11,142/- (Excluding GST)** each **OR**	Clause No.6.1(A) of ITB		
b)	Two similar completed works costing not less than (50%) of estimated cost put to tender **Rs.8,43,88,927/- (Excluding GST)** each **OR**			
c)	One similar completed works costing not less than (80%) of estimated cost put to tender **Rs.13,50,22,283/-(Excluding GST)**.			
4	Scanned copy of Original TDS Certificate, if the work certificate is obtained from any Private Organization. **NB:-The TDS amount deducted in respect of the claimed similar completed work(s) executed by the bidder should be certified by a Chartered Accountant (with valid UDIN).**	Clause No.6.1(A) of ITB		
5	Scanned copy of EPF Certificate	Clause No.6.1(A) of ITB		
6	Scanned copy of ESI Certificate	Clause No.6.1(A) of ITB		
7	Scanned copy of PAN Card	Clause No.6.1(A) of ITB		
8	Scanned copy GST Registration	Clause No.6.1(A) of ITB		
9	Scanned copy of Power of Attorney certificate, if any.	Clause No.6.1(A) of ITB		
10	Copy of Income Tax Return (Last 03 Assessment Years)			
	F.Y. - 2022-23 (A.Y: 2023-24)	Clause No.6.1(A) of ITB		
	F.Y. - 2023-24 (A.Y: 2024-25)			
	F.Y. - 2024-25 (A.Y: 2025-26)			
11	Self declaration of the Bidder that, the Bidding firm is presently not debarred/ delisted by any Govt./Quasi Govt./ Public Sector undertaking in India/ any Port Authority.(**Appendix-X**)	N.B.(i) of Clause No.3 of e-TCN		
12	Signed copy of Preference to Make in India Format(**Appendix-IX**)	N.B.(vi) of Clause No.3 of e-TCN		
13	Signed copy of Integrity Pact format (**Appendix-VIII**)	Clause No.24 of e-TCN		

N.B.:- Bidders to note that any shortfall documents / information/clarifications sought by PPA as per Clause No.7.5 of ITB shall reach within the specified time line failing which the bid shall not be considered for evaluation.

INFORMATION TO BIDDERS (ITB)

TABLE OF CONTENT

Sl. No.	TITLE	PAGE NO.
1.	General information.	8
2.	Qualifying Requirement.	9
3.	Bid Validity.	9
4.	About BoQ.	9
5.	Earnest Money Deposit (EMD).	9
6.	Submission of Offer.	10
7.	Submission, Opening & Evaluation.	11
8.	Award of Contract (AOC).	12
9.	Fraud & Corruption.	12
10.	Security Deposit: ISD & Retention Money.	12
11.	Termination of Contract.	13
12.	Time Schedule.	14
13.	Right of the Board to accept / reject tender.	14
14.	Refund of EMD	14
15.	Techno-Commercial Evaluation.	14
16.	Deduction of Cess.	14
17.	Tax recoveries at Source.	14
18.	Retired Govt. or Company Officer.	15
19.	Security requirements.	15
20.	Legal Jurisdiction.	15
21.	The Tender.	15
22.	Signing of the Contract.	15
23.	General Tender to form part of Agreement.	15
24.	Integrity Pact.	15
25.	Miscellaneous.	15

INFORMATION TO BIDDERS (ITB) FOR e-PROCURMENT

1. **GENERAL INFORMATION:**

This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Tender Inviting Authority. It also provides information on online bid submission, opening, evaluation and contract award.

1.1 **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

1.2 **SUBMISSION OF BIDS**

(i) Bidder should log into the site well in advance for bid submission so that he/she/ they upload the bid in time i.e. on or before the bid submission time.

(ii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

(iii) In the e-tender system, after uploading the Bid, the Bidder need not to send any documents (hard copy) to the tender inviting authority before opening of Technical Bid (in case of two stage bid) or Price Bid (in case of single stage bid). After opening of the bid, the authenticity of the uploaded documents will be verified by the tender inviting authority.

(iv) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender details according to specified cover.

(v) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vi) Bidders shall download the Bill Of quantity, in .xls format and save it without changing the name of the file. Bidder shall quote their rates in figures only in green background cells, thereafter save and upload the file in financial bid cover (Price bid) only. The bidders are cautioned that uploading of financial bid. Macros must be enable to see the word representation of figures.

(vii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

(viii) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid.

(ix) Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(x) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

(xi) The bidders will have to produce the original documents or any additional documents, if asked for, to satisfy the authority.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of qualification requirements and their EMD will be forfeited for such action.

xii) Scanned copies of Original document defining the Constitution or Legal Status for Business of Company of Firm or Partnership or if a Joint Venture of each party thereto constituting the Tenderer.

2.0 **QUALIFYING REQUIREMENT:-**

The bidder shall upload the following documentary proof for fulfilling qualifying criteria as per Clause No.5 of e-TCN.

I) Scanned copy of original experience certificate of having successful completion of similar type of work(s) during the last 07 (Seven) years ending last day of month previous to the one in which applications are invited should either of the followings:

Either (i) 03 (Three) completed works each costing not less than 40% of the estimated cost put to tender i.e. Rs.6,75,11,142/-.

(OR)

(ii) 02 (Two) completed works each costing not less than 50% of the estimated cost put to tender i.e. Rs.8,43,88,927/-.

(OR)

(iii) 01 (One) completed works each costing not less than 80% of the estimated cost put to tender Rs.13,50,22,283 /-

II) Scanned copy of original TDS certificate, if the work certificate is obtained from any Private Organization.

N.B.: The TDS amount deducted in respect of the claimed similar completed work(s) executed by the bidder should be certified by a Chartered Accountant (with valid UDIN).

III) Scanned copy of document towards ESI Code and EPF Registration Certificate.

III) Scanned copy of GST Registration Certificate.

IV) Scanned copy of PAN Card & Income Tax Return of preceding three years i.e Assessment year 2022-23, 2023-24 & 2024-25.

V) Scanned copy of Acknowledgement towards cost of Tender Documents, EMD/Exemption Document for tender cost and EMD

VI) Scanned copy of Audited Balance sheet with Profit & loss statement/Turnover Certificated dully signed by Charted Accountant with UDIN.

VII) Scanned copy of Self declaration/Undertaking of not debarred/ delisted by any Govt. /Quassi Govt./ public Sector undertaking in India/any port Authority as per **Appendix-X.**

VIII) Scanned copy of Self Signed Documents of Make In India clause from Annexure-I to VI with mentioning % of local content in Annexure-V.

IX) Scanned copy of signed format for Integrity Pact as per **Appendix-VIII.**

3.0 **BID VALIDITY:** The validity of offer shall be **180 days from the date of opening of tender.** A bid valid for a shorter period may be rejected by the Board of Paradip Port Authority as being non-responsive. In exceptional circumstances, prior to expiry of the original tender validity period, the PPA may request the bidder, in writing, for a specified extension in the period of validity.

4.0 The unit rates in Bill of Quantities shall be quoted strictly in figures only and **macros** must be **enable** to see the word representation of figures.

5.0 **EARNEST MONEY DEPOSIT: -**

5.1 The Bidder shall deposit EMD of **Rs. 33,75,558/-** (Rupees Thirty Three Lakh Seventy Five Thousand Five Hundred Fifty Eight) only through NEFT/RTGS as mentioned in Table No.4.1 (B).

(OR)

Any Firm registered with National Small Industries Corporation Ltd. (NSIC), Micro & Small Enterprises, 2012 to all MSE's registered with District Industries Centers (DIC)/Khadi & Village Industries Commission (KVIC)/Khadi & Village Industries Board (KVIB)/Coir Board/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)/ Udyog Aadhar

Memorandum (UAM), irrespective of relevance of the product category shall be **exempted** towards deposit of EMD and Tender Fee for the subject tender. Such registration certificate must be uploaded by the bidder along with the Technical Bid failing which the tender shall not be considered.

5.2 Any Bid not accompanied with proper EMD or documents in support of EMD exemption shall be rejected summarily as being non-responsive and the Price Bid will not be opened.

5.3 The EMD of the unsuccessful bidders will be returned without interest, after finalization of tender to the A/C from which the tender paper cost and EMD will be deposited should be in the name of Contractor/Authorized person of the firm who have digitally signed the Bid. Refund of EMD in respect of unsuccessful bidders will also be made to that specific account of the Bidder.

5.4 The EMD (bid security) will be forfeited:

a) If the documents submitted by a bidder proves to be fake at any point of time during execution of work.

b) If the Bidder adopts corrupt or fraudulent practices and try to influence the Department during tender processing.

c) In case of a successful Bidder fails to Sign the Agreement or to deposit the ISD/EASD within the specified time limit.

6.0 **SUBMISSION OF OFFER :-**

6.1 The tender shall be submitted online in **Two Cover** system duly scanned and digitally signed by the firm / authorized representative of the bidder as follows:

(A) Cover -1 (Technical Bid)

Online bids should be submitted containing original scanned copy of following document in Cover-1.

i) Checklist

ii) Acknowledgement copy for Cost of the Tender Document deposited **or** scanned copies of valid NSIC/MSME etc. certificates.

iii) Acknowledgement copy for Earnest Money Deposit (EMD) fee deposited **or** scanned copies of valid NSIC/MSME, etc. certificates.

iv) EPF Registration Certificate.

v) ESI code Certificate.

vi) PAN card.

vii) GST Registration Certificate.

viii) Income Tax Return of preceding three assessment years.

ix) Power of Attorney certificate, if any

x) Experience certificate for completed similar work(s) having Schedule Date of Commencement & Completion, Actual Date of Completion, Contract Value, Actual Executed Value etc. In addition to this, Bidder should upload the Work Order(s) & Bill of Quantity(ies) in respect of completed similar work(s), Contact address of the organization/ Contact person with Mobile No., Land Phone No., e-mail, FAX No., Postal Address etc. who has issued such certificate(s).

xi) Original audited balance sheets with Profit & Loss account statement for last three years ending **31st March 2024.**

xii) Scanned copy of original TDS Certificate if the work completion certificate has been obtained from any Private Organization.

NB:- (1) The TDS amount deducted in respect of the claimed similar completed work(s) executed by the bidder should be certified by a Chartered Accountant (with valid UDIN).

(2) The verified acknowledgement for Sl.(ii) & (iii) above will be a part of agreement in case of the successful bidder and will be used for refund of EMD and EASD (if any) in case of unsuccessful bidder.

(B) Cover-2 (PRICE BID)

Online bids containing the Price Bids for the work in the Bill of Quantity [BoQ] format. In the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. For Item rate tenders the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder. He has to only write (type) the figures, the words will be self generated (Enabling macros).

7.0 **SUBMISSIONS, OPENING & EVALUATION:**

7.1 The bid should be submitted online at website: eprocure.gov.in/eprocure/app only, by the due date mentioned in e-Tender Notice. The Server Date & Time as appearing on the website: eprocure.gov.in/eprocure/app shall only be considered for the cut-off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered. In case of date of opening is declared as holiday tender will be opened on next working day.

7.2 The system shall consider only the last bid submitted through the e-Procurement portal. **Conditional bids shall be rejected out-rightly.**

7.3 **For this tender, withdrawal of bid is not allowed.**

7.4 Only those bidders shall be considered qualified by PPA, who has submitted all the documents as specified in the check list, accept all the terms & conditions of the tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the PPA shall be final and binding in this regard.

7.5 During evaluation and comparison of the bids, the purchaser may, at his discretion, ask the bidder for **clarification on the bid.** The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

The **shortfall** information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, *registration with GST* has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new supply/work order should be asked for so as to qualify the bidders.

7.6 The bidder shall bear all cost associated with the preparation & submission of its bid and the PPA will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.

7.7 Bid opening dates are specified during tender creation or can be extended vide corrigendum.

Note: Any **addendum/corrigendum** thus issued shall be notified in the website eprocure.gov.in/e-procure/app, notice board and through paper publication.

7.8 The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened

7.9 After opening of the Bid, the authenticity of the uploaded documents as per requirement of the e-Tender Document will be verified by the Tender Inviting Authority.

7.10 After evaluation of bid, all the bidders will get the information regarding their eligibility on website.

7.11 Price Bid will be opened on the 4th day after uploading of details of prequalification of bidders and the date of price bid opening would be intimated to the prequalified bidders through e-Procurement Portal.

7.12 The Price Bid will be opened & evaluated on the notified date & time by the *Bid Openers* with their Digital Signature Certificate (DSC) in the presence of bidders or their authorized representative who wish to be present. The Financial bid of the bidders shall be opened one by one by the bid Openers. The system shall auto generate the Comparative Statement. The bidders can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.

7.13 After evaluation of bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal. The bidder will get the information regarding the status of their financial bid and ranking of bidders on website.

8.0 AWARD OF CONTRACT (AOC).

8.1 The bidder whose bid has been accepted will be notified for the award by the PPA prior to expiration of the Bid validity period through the "Letter of Intent", which will state the sum that the PPA will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed in the Contract. The work order will be issued thereafter.

8.2 The Bidder shall promptly check their e-mailbox registered with CPP Portal for receipt of any information/clarification/ correspondence in respect of their bid. PPA shall not be responsible for non-receipt/failure of e-mail to the bidders.

8.3 If any of the information furnished by the bidder is found to be incorrect, the Bid/ contract is liable to be rejected/terminated and the EMD will be forfeited.

8.4 PPA reserves the right to cancel the tender without assigning any reason thereof.

8.5 Conditional offers are liable for rejection.

8.6 Bids from those bidders who have not submitted their offer as per e-Tender Notice will not be considered.

9.0 FRAUD AND CORRUPTION:

9.1 The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.

9.2 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the contractors who resort to canvassing will be liable for rejection

9.3 The details of work to be carried out and its scope are given in the "Tender Document" of these documents, which also indicate a brief description of the Project where work is to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have full acquainted themselves with the same.

9.4 The bidders; in their own interest, are advised to inspect and examine the site and its surrounding and satisfy themselves, before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or effect the work or cost thereof under the contract.

9.5 If any earlier fraud or corrupt cases was found against any bidder, the Board of Paradip Port Authority have the right to cancel the Bid for the corrupt/fraudulent bidder and may also debar him from participating in future tenders.

10. **SECURITY DEPOSIT :-**

Initial Security Deposit (ISD) and Retention Money:

A sum of 10% accepted value of the tender shall be deposited by the successful tenderer (Contractor) as Security Deposit (SD). This may be deposited initially 1% value of the contract as initial security deposit (ISD) after issue of letter of intent & after deducting the EMD and ISD from the stipulated security deposit, the balance amount may be recovered

in installment through deduction at the rate of 10% of the value of each running account bill subject to attaining the required amount by the last running bill. EMD of the successful bidder may be refunded to the bidder after receiving an equivalent amount of irrevocable Bank Guarantee only after issue of work order.

Note:-

a) Bank Guarantee should contain the name, reference of works, supplies or orders for which the guarantees are given as per the prescribed format given at **APPENDIX-II.**

b) The bank guarantee should preferably be issued from any of the branches of a scheduled bank functioning at Paradip in the name of **Paradip Port Authority, IFSC: ICIC0000776, Branch: Paradip.** In case the bank guarantee cannot be given from a schedule bank functioning at Paradip then the bank guarantee should be en-cashable in a branch of a schedule bank functioning at nearest possible branch of the bank to Paradip. The bank guarantee itself should provide the encashability and be countersigned by the branch in-charge on presentation of the bank guarantee.

11.0 **TERMINATION OF CONTRACT:-**

Without being liable for any compensation to the contractor, the employer/ Board of Paradip Port Authority may after giving 14 Days notice in writing to the contractor, can terminate the contract and enter upon the site and expel the contractor therefore for any of the following reasons and decisions of the Board of Paradip Port Authority in this respect, as communicated by the Engineer, shall be final and conclusive.

(i) Has abandoned the contract

or

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

or

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

or

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

or

(v) Has to determent of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of contract, then the Employer may after giving 14 days notice in writing to the contractor enter upon the site and the works and expel the contractor there from without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contractor or affecting the rights and powers conferred on the Employer or the Engineer by the contract and may himself complete the works or may employ another contractor to complete the works and the employer or such other contractor may use for such completion so much of the constructional plant temporary work and materials which have been deemed to be reserved exclusively for the construction and completion of the works under the provisions of the contract as he or they may think proper and the employer may at any time sell any of the said constructional plant temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under the contract.

(vi) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.

(vii) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor any officer, servant or representative of the Board of Paradip Port Authority or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

(viii) The contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

12.0 TIME SCHEDULE:

The time allowed for carrying out the work is **06 (Six) Months** from the date of commencement including Rainy Season.

12.1 **Bar Chart :** The L-1 tenderer shall submit a realistic Bar Chart within 15 days from date of issue of Work Order based on "Schedule of Construction" showing commencement and completion times of various sections of the proposed works including supply and delivery of all important items of his contract.

13.0 RIGHT OF THE BOARD TO ACCEPT OR REJECT TENDER:

The board does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer(s) who resort to canvassing will be liable to rejection.

GST would be applicable @ 18% for Works contract and will be paid extra. The contractor has to upload the GST Registration Certificate along with the tender document.

14.0 Refund of Earnest Money:

The Earnest Money received, will be refunded/released within 15 days, as the case may be, to the unsuccessful bidders without any interest after opening of the price bid of the e-tender document.

15.0 During Techno-Commercial Evaluation of tender, an offer shall be considered nonresponsive in case:

(i) is not accompanied by requisite earnest money, or relevant documents in case of exemption.

(ii) is not accompanied by requisite tender paper cost.

(iii) it does not meet the Qualification Criteria as stipulated in the NIT.

(iv) the bidder submits conditional offer/impose own terms & conditions/does not accept tender conditions completely.

(v) 6 months validity from date of opening of Techno-Commercial bid is not accepted/agreed to as per tender condition.

(vi) offer/tender is submitted with any deviation from the tender terms & conditions.

In addition to above, a bidder may be disqualified if:

(a) The bidder provides misleading or false information in the statements and documents submitted.

(b) Record of unsatisfactory performance during the last seven years.

The decision of Paradip Port Authority in this regard shall be final and binding on the Bidder.

16.0 An amount of Cess calculated at the rate of 1% of the billed amount shall be progressively recovered from each running bill as well as from the Final Bill of the Contractor for onward transmission of the same by the appropriate authority. Other statutory deductions will also be made as applicable at the time of payment.

17.0 TAX RECOVERIES AT SOURCE:

Any type of taxes applicable to the subject contract, duties, service charges, rents, etc. as may be deductible would be deducted at source from the running payments of the contractor/firm by Paradip Port Authority at the time of effecting payments as contained in the provisions of relevant Acts/Laws.

As per law, if there is any provision for reimbursement/payment of any type of taxes by the employer, the same shall be done accordingly.

18.0 RETIRED GOVERNMENT OR COMPANY OFFICERS:

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in Engineering Department of the State/Central Government or the Paradip Port Authority is allowed to work as a contractor for the period of two years after his retirement from Government service or from the employment of the Paradip Port Authority without the previous permission of the State/Central Government/Paradip Port Authority, as the case may be. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person, who had not obtained the permission of the State/Central Government or the Paradip Port Authority as aforesaid, before submission of tender or engagement in the contractor's service as the case may be.

19.0 SECURITY REQUIREMENTS:

Where the works are to be carried out within the prohibited area of the Port, the contractor(s) is required to obtain necessary permits/passes for his men and materials and vehicle for entering the Security Zone at his own cost on deposit of required fees with Paradip Port Authority. He is also required to comply with the Port Security requirement as may be notified from time to time.

20.0 LEGAL JURISDICTION:

All disputes are subject to exclusive jurisdiction of courts at **Kujanga, Odisha** only.

21.0 THE TENDER:

The amount quoted by the tenderer in the schedule of quantities and rates shall be inclusive of all costs. No additional claim for extra cost etc. will be entertained unless specified in the tender.

22.0 SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an **agreement** in the proforma attached with the tender documents as **APPENDIX-I** with Odisha State Stamp paper of proper value **within 30 days from the date of issue of the work order**.

23.0 GENERAL TENDER TO FORM PART OF AGREEMENT:

This general e-Tender Notice, Information to bidders shall be deemed to form part of the Agreement.

24.0 INTEGRITY PACT:

All the works, procurement / contracts with threshold value of **Rupees five crores and above** may be included in the Integrity Pact as detailed out in the format given at **APPENDIX-VIII** and accordingly entrusted to the Independent External Monitor (IEM) for effecting transparency and maintaining quality. **Sri Prabakaran Palaniappan, IAS (Retd.), New No.9 (Old No.4B/14), Venkateswara Nagar, 3rd Street, Adyar, Chennai – 6000 020** and **Dr. Varesh Sinha, IAS (Retd.), 15, Sumangalam Society, SL House, Near Asia School Driver in Road, Bodakdev, Ahmedabad, Gujarat – 380 054** have been appointed as IEM for Paradip Port Authority by CVC.

25.0 MISCELLANEOUS:

(i) Bidder shall submit his/her/their offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and/or any incomplete tender shall not be considered.

(ii) The bidder shall not impose his/her/their own terms and conditions in his/her/their offer or quote his/her/their rates based on his/her/their own terms & conditions, such e-Tenderers are liable to rejection at the option of the Board of Paradip Port Authority without further reference to the bidder.

(iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful bidder shall also arrange for the supply of all labour, tools & plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.

(iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.

(v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.

(vi) Contractor has to furnish a valid Mobile number.

(vii) The bidder shall give a declaration about the names of their relations employed in Paradip Port Authority. It is not the intention to debar the Contractors from working, if their relatives are working in PPA, but such a declaration is necessary in the interest of the Board of Paradip Port Authority against any possible lapses.

SIGNATURE OF THE TENDERER

Sd/-
Executive Engineer,
Harbour Works Division No.II,
Paradip Port Authority.
Paradip- 754142
Dist- Jagatsinghpur
Odisha

CONDITIONS OF CONTRACT

CIVIL WORKS

2004

CONDITIONS OF CONTRACT

PART: 1 GENERAL CONDITIONS

DEFINITION AND INTERPRETATION

DEFINITIONS : 1.1 In the Contract (as herein after defined) the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

(a) "Employer" means the party named in Part-II who has called for Tenders to build or construct, erect or deliver the works and who will employ the Contractor and the legal successors in title to the Employer but not (except with the consent of the Contractor) any assignee of the Employer.

(b) "Contractor" means the persons, firm or company whose tender has been accepted by the Employer and includes the contractor's personal representatives, successors and permitted assigns.

(c) "Engineer" means the Chief Engineer/Chief Mechanical Engineer/Chief Engineer (Mech./Elect.) designated as such in Part-II).

(d) "Consultant" means the person or persons, firm or company designated as such in Part-II.

(e) "Engineer's Representative" means any Representative or the Engineer to perform such duties as mentioned in Clause 2.1 and 2.2. thereof whose authority shall be notified in writing to the Contractor by the Engineer.

(f) "Works" means the works to be executed in accordance with the Contract.

(g) "Contract" means the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Employer and the Contractor together with the documents referred to therein including these Conditions, with appendices and any special conditions, the specifications, designs, drawings period schedule/bills of quantities and schedule of rates. All these documents taken together shall be deemed to from one contract and shall be complementary to one another.

(h) "Contract Price" means the sum named in the Tender subject to such additions there to or deductions there from as may be made under the provisions hereinafter contained.

(i) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the Works or Temporary Works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

(j) "Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the work.

(k) "Drawings' means the drawings referred to in the specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer or in case of contractor's alternate designs, drawings submitted by the contractor and approved by the Engineer.

(l) "Site" means the lands and other places on under in or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the contract together with such other places as may be specifically designated in the Contract as forming part of the Site.

(m) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.

(n) "Market Rate" means the rate as decided by the Engineer on the basis of the cost of materials and labour to the contractor at the Site where the works are to be executed, plus the percentage mentioned in schedule to cover all overheads and profit.

(o) "Prime Cost" & "Prime Cost Sum" means the amount actually paid by the contractor for any article, commodity or special work and shall include all proper charges for packing, carriage and delivery to Site after deduction of all trade discounts, rebates and allowance & the discount obtainable for cash in so far as such discount for cash exceed 2½ percent.

(p) "Nominated Subcontractor" means all specialists, merchants, tradesmen and others executing any special work or supplying any materials for which provisional or prime cost sum are included in the contract, who may have been or be nominated or selected or approved by the Employer/engineer and shall be deemed to be employed by the contractor.

(q) "Provisional Sum" or "Provisional Lumpsum" means a lumpsum included by the Employer in the tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.

(r) "Schedule(s) referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender paper issued by Employer.

(s) "A Week" means, seven days without regard to the number of hours worked in any day in the week.

(t) "A Day" means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.

(u) "A month" means month according to Gregorian Calendar.

Singular & Plural

1.2 Words Importing the singular only also include the plural and vice versa where the context requires.

Marginal Headings or Notes

1.3 The marginal headings or notes in these General Conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

ENGINEER'S REPRESENTATIVES

Duties and Power of Engineer's Representative

2.1 The duties of the Engineer's Representative are to watch and supervise the works and to test and examine any materials to be used on 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 nor except as expressly provided hereunder or elsewhere in the contract to order any work involving delay or any extra payment by the employer nor to make any variation of or in the works.

2.2 The Engineer may from time to time in writing delegate to the Engineer's Representative any of the Powers and authorities vested in the Engineer and shall furnish to the contractor a copy of all such written delegations of powers and authorities. Any written instruction or approval given by the Engineer's Representative to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the Employer as though it had been given by the Engineer. Provided always as follows:-

(a) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter disapprove such work or materials and down, removal or breaking up thereof.

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or very such decision.

ASSIGNMENT AND SUBLETTING

Assignment Sub-Letter

3.1 The contractor shall not assign the contractor or any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer.

3.2 The contractor shall not sublet the whole of the works, except where otherwise provided by the contract, the contractor shall not sublet any part of the works without the prior written consent of the Engineer (which shall not be unreasonably withheld) and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the facts defaults and neglects of any sub-contractor, his agents, servants, or workmen, provided always that the provisions of labour on piecework basis shall not be deemed to be a

subletting under this clause.

EXTENT OF CONTRACT

4.1 The contract comprise the construction, completion and maintenance of the works and except in so far as the contract otherwise provides, the provisions of all labour, materials, constructional plant, Temporary works and everything whether of a temporary or permanent nature required in and for such construction completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

CONTRACT DOCUMENTS

Languages 5.1.1 The language or languages which the contract documents shall be drawn up shall be English.

Documents Mutually Explanatory 5.1.2 Except if and to the extent otherwise provided by the contract the provisions of the General conditions and conditions of particular applications shall prevail over those of any other document forming part of the contract. Subject to the forgoing the several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall there upon issue to the contractor instructions directing in what manner the work is to be carried out.

5.1.3.1 If there are varying or conflicting provisions made in any one document forming part of the contract, the contract, the Engineer shall be the deciding authority with regard to the intention of the document.

5.1.3.2 Any error in description, quantity or rate in schedule or works/items or Bill of Quantities or any commission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to Drawing and specifications from any of his obligations under the contract.

Custody of Drawing 5.2.1 The Drawing shall remain in the sole custody of the Engineer but **two copies** thereof shall be furnished to the contractor free of cost. The contractor shall provide and make at his own expense any further copies required by him. At the completion of the contract the contractor shall return to the Engineer all drawing provided under the contract, if so desired by the Engineer. The contractor shall give adequate notice in writing to the Engineer or the Engineer's Representative of any further drawing or specification that may be required for the execution of the works or otherwise under the contract.

In case of alternative design submitted by the contractor is accepted by the Engineer and works executed as per alternative design, the original tracing and copies of drawings which may be with the contractor, shall be handed over to the Engineer on completion of the work and such tracing and drawing shall become the property of the Engineer.

One copy of Drawings to be kept on site 5.2.2 One copy of the drawings furnished to the contractor or prepared by the contractor and approved by the Engineer in case of contractor's alternative designs as aforesaid shall be kept by the contractor on the site and the same shall at all reasonable items be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorised by the Engineer in writing.

Further Drawings and Instructions 5.3 The Engineer shall have full power and authority to supply to the contractor by the Employer, from time to time during the progress of the works such further Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the work and the contractor shall carry out and be bound by the same.

GENERAL OBLIGATIONS

Contract Agreement 6.1 The contractor will be required to enter in to a formal agreement with the Employer incorporating the conditions of contract in the form prescribed by the Engineer with such modifications as may be necessary at the cost of contractor. All costs, charges and expenses including stamp duty incurred in connection with the contract as well as preparations and completion of agreement/shall be borne by the contractor. Until such contact is executed the acceptance of the tender in terms of the contract

as defined in clause 1.1 (g) shall be binding upon the parties and shall be contract.

Earnest Money 6.2.01 (a) For works, estimated cost put to tender up to Rs.10.0 Crores: 2% (Two percent) of the estimated cost put to tender should be collected as EMD.

(b) For works, estimated cost put to tender more than Rs.10.0 Crores: Rs.20.0 Lakhs plus 1% (one percent) of the cost in excess of Rs.10.0 Crores, should be collected as EMD.

Security Deposit, Initial Security Deposit, Retention Money & Extra Additional Security Deposit

6.2.1. A A sum of 10% of the accepted value of the tender shall be deposited by the successful tenderer (Contractor) as Security Deposit (SD). This may be deposited initially 1% value of the contract as Initial Security Deposit (ISD) after issue of Letter of Intent (LOI) and deducting the EMD & ISD from the stipulated Security Deposit, the balance amount may be recovered in installment through deduction at the rate of 10% of the value of each running account bill subject to attaining the required amount by the last Running Bill. EMD of the successful bidder may be refunded to the bidder after receiving an equivalent amount of Bank Guarantee in favour of **Paradip Port Authority, IFSC: ICIC0000776, Branch: Paradip** from any scheduled Bank located at Paradip only after issue of Work Order.

6.2.2 Contractors can furnish the Initial or Total Security Deposit amount through a Bank Guarantee or Demand Draft from any schedule Bank **located at Paradip** only in the form prescribed in Appendix-II in favour of the **Paradip Port Authority, IFSC: ICIC0000776, Branch: Paradip.**

6.2.3 One half of the Security Deposit for the job concerned shall become due and shall be paid to the contractor when the CE shall certify in writing that the works have been substantially completed and the other half shall be paid to the contractor within twenty eight days after the expiration of the period of maintenance notwithstanding that at such time where may be outstanding claims by the contractor against the Board. Provided always that if at such time there shall remain to be executed by the contractor any works ordered during such period pursuant to Clause-10.2 & 15.2 hereof the CE shall be entitled to withhold payment until the completion of such works of so much of the second half of the Security Deposit as shall in the opinion of the CE represent the cost of works so remaining to be executed. Provided further that in the event of different parts of the works pursuant to Caluse-9.8 hereof, the expression ''expiration of the period of Maintenance'' shall for the purpose of this clause be deemed to mean the expiration of the latest of such periods.

6.2.4 If the Contractor/ Sub-Contractor or their employees shall break, deface or destroy any property belonging to the Board or others during the execution of contract, the same shall be made good by the contractor at his own expenses and in default thereof, the C.E. may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the CE shall be final).

6.2.5 **Extra Additional Security Deposit (EASD) & Its Calculation** :

Over and above the E.M.D, tenderer quoting the rebate more than **15%** on the cost of work put to tender shall have to pay an **'Extra Additional Security Deposit' (E.A.S.D)** separately. EASD wherever applicable will be collected from the successful bidder along with the Initial Security Deposit (ISD) after issuing the Letter of Intent (LOI). Back-out from the offer by the participating bidder after opening of Technical Bid (in case of two stage bid) or price bid (in case of single stage bid) OR non deposit of EASD by the successful bidder will liable for forfeiture of EMD and suitable action shall be taken up against the bidder as per decision of

competent authority of PPA. EASD may be accepted in form of Demand Draft/Bankers Cheque/Bank Guarantee in favour of **Paradip Port Authority, IFSC: ICIC0000776, Branch: Paradip** and must be drawn on any scheduled Bank located at Paradip.

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

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

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

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

Note :1. The Demand Draft/ Banker's Cheque/ Bank Guarantee shall be initially valid upto scheduled completion and subsequently be extended upto actual completion.

2. The E.A.S.D will be released on satisfactory completion of the work.

Inspection of Site	6.3	The Tender shall be deemed to have been based on such date regarding hydrological climate and physical conditions nature of ground and underlying strata as shall have been supplied by the Employer in the documents furnished to the contractor by the Employer for the purpose of tendering. The contractor shall never the less inspect and examine the site and its surroundings and shall satisfy himself before submitting his Tender as to the from and nature of the site the quantities and nature of work and materials necessary for the completion of the work and the means of access to the accommodation be may require and in general shall himself obtain all necessary information as to risks contingencies and other circumstances which may influence or effect his Tender.
Sufficiency of Tender	6.4.1.1	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the Rates and prices stated in Price Bill of Quantities and the Schedule of Rates and Prices (if any) which Rates and prices shall except in so far as it is otherwise provided in the contract cover all his obligations under the contract and shall cover matters and things necessary for the proper completion and maintenance of the works.
	6.4.1.2	If the contractor suggests alternative designs he shall be deemed to have collected all relevant information and conducted all necessary tests required for the proper execution of the work based on his alternative design before tendering.
Work to be Satisfaction of Engineer	6.5	The contractor shall execute complete and maintain the works in strict accordance with the contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (Whether mentioned in the contact or not) touching or concerning the works. The Contractor shall take instructions and direction only from the Engineer or (Subject to the limitations referred no in Clause 2 here of from the Engineer's Representative.
Programme to be Furnished	6.6.1	The execution of the work shall be so planned as to cause little impediment as practicable to the working of the Port in General.
	6.6.2	The contractor shall submit to the Engineer, within one month or further period as may be permitted by the Engineer after receipt of the acceptance letter for the tender, a detailed PERT/CPM network based programme for completion of work in the form of a detailed network and Bar Charts both in triplicate. The network shall include the various activities involved in the execution of the work and their interdependencies and the time required for completion of the different activities. The progress of the work shall be periodically reviewed and the network will be up-dated by the contractor every three months and three copies of this shall be supplied expeditiously to the Engineer. The contractor shall submit to the Engineer during the first week of every calendar month the up-to-date progress and the progress made during

		the previous month on important sections or portions of the work in relation to the network programme.
	6.6.3	The contractor shall submit the Engineer within one month or further period as may be permitted by the Engineer after the receipt of the acceptance letter for the tenders, a statement indicating his estimates, based on the detailed and approved network, of the gross and the net amounts that would become payable to him at the end of each month during the progress of the works, to enable the employer to arrange for the required funds. In case a revision of such an estimate is considered necessary by the Contractor he will be allowed to furnish a revised estimate based again on approved network, provided it is received sufficiently in advance of the actual date payment of a monthly certificate.
	6.6.4	The contractor shall submit to the Engineer for his approval full details and drawings for the design or any Temporary works which he proposes to construct sufficiently in advance as directed by the Engineer depending on the nature of the work before work on the erection of any such Temporary works commences on the site.
	6.6.5	The submission to and approval by the Engineer or Engineer's Representative of such programme or the furnishing of such particulars shall not relieve the contractor or any of the duties or responsibilities under the contract in connection with the works or Temporary Works.
Contractor's Superintendence	6.7	The contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the contractor's obligations under the contract. The contractor or competent and authorized agent or representative approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer the contractor shall as soon as is practicable after receiving written notice of such withdrawal remove the agent from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another agent approved by the Engineer such authorized agent or representative shall receive on behalf of the contractor directions and instructions from the Engineer or (subject to the limitations of clause 2 Hereof) the Engineer's Representative.
Contractor's Employees	6.8.1	The contractor shall provide and employ on the site connection with the execution and maintenance of the works.
	(a)	Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents foremen and leading hand as are competent to give proper supervision to the work they are required to supervise and.
	(b)	Such skilled, semiskilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the works.
	6.8.2	The Engineer shall be at liberty to object to and require the contractor to remove forthwith from the works and person employed by the contractor in or about the execution or maintenance of the works who in the opinion of the Engineer misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable of the Engineer. Any persons so removed from the works shall be replaced as soon as possible by a competent, substitute approved by the Engineer.
	6.8.3	The Employer shall be at liberty to terminate the contract if the successful tender himself or any of his partners/employees or any of his directors who having held class I post in the Port Authority prior to his retirement has failed to obtained the Chairman's Port Authority specific permission to undertake any outside employment before the expiry of two years from the date his retirement, in accordance with the provisions of the ..... Port Authority Class I employees. (Acceptance of employment after retirement) Regulations 1975.
Setting Out	6.9	The contractor shall be responsible for the true and proper setting out of the works in relation to original point lines and level of reference given by

		the Engineer in writing and for the correctness (subject as above-mentioned) of the position levels dimensions and alignment of all parts of the works and for the provision of all necessary instruments appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position levels dimension or alignment of any part of the works the contractor on being required so to do by the Engineer or Engineer's Representative shall at his own expense rectify such error to the satisfaction of the Engineer or Engineer's Representative. The Checking of any setting out or of any line or level by the Engineer or the Engineer's Representative shall not in any way relieve to contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all benchmarks site-rails pages and other things used in setting out the works.
Borehole and Exploratory Excavation	6.10	If at any time during the execution of the works the Engineer shall require the contractor to make boreholes or to carry out exploratory excavation such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of clause 11.1.1 and 11.1.2 hereof unless a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.
Watching and Lighting	6.11.1	The contractor at his own cost shall make such provisions for the lighting the works, materials and plant whether on shore or a float and shall provide all such works and lights as may be required by Engineer or the Employer or any other authority having jurisdiction in connection with the site together with all labour stores and services required for their efficient working and use at any item of day and night and all buoys and other works required for the proper indication of submerged work and of mooring for his vessels. He shall also provided at his own cost every description of watching and maintenance required in connection with the foregoing and all other services and for protecting and securing all places dangerous whether to the contractor workmen or to other persons until the work shall have been handed over to the Employer unless the Engineer shall decide that such services are not longer required.
	6.11.2	All lights provide by the contractor shall be placed or screened so as not to interfere with any signal lights on the Employer's railways or with any navigational lights or with any traffic or signal lights of any local or other authority.
Care of Works	6.12.1	From the commencement to the completion of the works the contractor shall take all responsibility for the care thereof and of temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any Temporary works from any cause whatsoever (save and except the Excepted Risk as defined in Clauses 6.12.2) shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with requirements of the contract and the Engineer's instructions. In the event of any such damage loss or injury happening from any of the Excepted Risks the contract shall if and to the extend required by the Engineer and subject always to the provisions of clause 17 hereof repair and make good the same as aforesaid at the cost of the Employer. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under clause 10.1.1 to 10.1.4 hereof.
	6.12.2	The "Excepted Risk" are 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 amount the contractor's own employee's) riot communion or disorder or use or occupation by the Employer or any portion of the works in respect of which a Certificate of completion has been issued or a cause solely due to the Engineer's design of the works or any such operation of the forces of nature as reasonable foresight and ability on the part of the contractor could not foresee or reasonable provide against (all of which are herein

collectively referred to as "The Excepted Risks")

Insurance of Works Etc.

6.13 Without limiting his obligations and responsibilities under Clauses 6.12.1 and 1.2.2 hereof the contractor shall insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the Contract and in such manner the Employer and Contractor are covered during period of construction the works and are also covered during the period of Maintenance for loss or damage arising from a caused occurring prior to the commencement of the period of Maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clauses 10.1.1 to 10.1.4 hereof.

(a) The works and the Temporary Works to the full value of such works executed from time to time.

(b) The materials Constructional Plant & other things brought on the Site by the Contractors to the full value of such materials Constructional Plant and other things.

(c) As in case of sinking of constructional Plant and equipment for the cost of salvage of the same to aggregate limit of Rs…….. Lakhs.

6.13.1 The insurance applies only to contracts the estimated value of which is Rs.25 lakhs or above. Such insurance shall be effected with an insurance and in terms approved by the Employer & the Contractor shall whenever required produce to the Engineer or the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premium provided always that without limiting his obligation and responsibilities as aforesaid nothing in the Clause contained shall render the Contractor liable to insure against the necessity for the repair or reconstruction of any work constructed with materials of workmanship not in accordance with the repairments of the contract.

Damage Persons and Property

6.14.1 The contractor shall (except if and so far as the specification provide otherwise) indemnify and keep indemnified the employer against all losses and claim for injuries or damage to any persons or any property whatsoever (other than surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction & maintenance of the works and against all claims demands proceeding damages costs charges and expenses whatsoever in respect of or in relation there to that nothing herein contained shall be deemed to render the Contractor liable for in respect of or to indemnify the employer against any compensation or damages. Provided further that for the purpose of this clause the expression "The Site" shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inextensible consequence of the carrying out of the Works.

Third Party Insurance

6.15.1 Before commencing the execution of the Works the contractor (but without limiting his obligations and responsibilities under Clause 6.14.1) shall insure against any damage loss or injury which may occur to any property (including that of the Employer or to any person (including any employee of the employer) by or arising out of the execution of the Works or temporary works or in the carrying out of the Contract otherwise than due to the matters referred to in the provision to clause 6.14.1 hereof.

Minimum Amount of Third Party Insurance

6.15.2 Such insurance shall be effected with an insurance and in terms approved by the Employer and for at last the amount stated in the Tender and Contractor shall whenever required produce to the Engineer or the Engineer's Representative the policy or policies or insurance and the receipt for payments of the current premiums.

Accident or Injury to workmen

6.16.1 The Employer not be liable for or in respect of any damages or compensation payable at Law in respect or in consequence of any accident or injury to any Workman or other person in the employment of

		the Contractor any sub-contractor and the Contractor shall indemnify and keep indemnified the employer against all which damages and compensation and against all claims demands proceedings cost charges and expenses whatsoever in respect thereof or in relation thereto.
Insurance against accident etc., to Workman	6.16.2	The contractor shall insure against such liability with an insurer approved by the Employer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall when required produce to the Engineer or the Engineer's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that in respect of any persons employed by any subcontractor the Contractors obligations to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the Policy but the Contractor shall require such sub-contractor to produce to the Engineer or 'Engineer' Representative when required such policy of insurance and the receipt for payment or the current premium.
Remedy on Contractor's Failure to Insure	6.17	If the Contractor shall fail to effect and keep in force in insurance referred to in Clause 6.13, 6.15 and 6.16 hereof or any other insurance which he may be required to effect under the terms of the contract then and in any such case the employer may effect and keep in force any such insurance and pay such premium or premiums as any be necessary for the purpose and from time to time deduct the amount so paid by Employer with interest as stated in part II as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.
Giving of Notice and Payment of Fees	6.18.1	The Contractor shall give all notices and pay all fees required to be given or paid by any national or State Statute Ordinance or other Law or any Regulation or Bye-law of any local or other duly constituted authority in relation the execution of the works or of any Temporary works and by the rule regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works or any Temporary works.
Compliance with Statutes Regulations etc.	6.18.2	The Contractor shall conform in all respects with the provisions of any such Statute Ordinance or Law as aforesaid and the Regulations or bye-laws of any local or other duly constituted authority which may be applicable to the works or to any Temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnifying against all penalties and liability of every kind for breach of any such statute Ordinance or Law Regulations or a Bye-Law provided always that the Employer will repay or allow to the contractor all such sums as the Engineer shall certify to have been properly payable and paid by the contractor in respect of such fees, other than fees which the contract requires the contractor to pay which fees shall be included in the rates and prices entered in the price Bill of quantities.
Fossils etc.	6.19	All fossils coins articles or value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall as between the Employer and the contractor be deemed to be absolute property of the Employer and the contractor shall take reasonable precautions to prevent his workmen of any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer's Representative of such discovery and carry out at the expense of the Employer the Engineer's Representative's order as to the disposal of the same.
Patents Rights and Royalties	6.20	The contractors shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights design trade mark or name or other protected rights in respect of any constructional Plant machine work or material used for or in connection with the works or temporary works or any of them and from and against all claims demands proceeding damages costs charges and

		expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified the contractor shall pay all tonnage and other royalties rent and other payments or compensation (if any) for getting stones, and gravel, clay or other materials required for the works or Temporary works or any of them.
Interference with Traffic and Adjoining Properties & antipollution measure	6.21.1	All operations necessary for the execution of the works and for the construction of any Temporary works shall, so far as compliance with requirements of the contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the excess to use and occupation or private roads and footpaths or to or of properties, Whether in the possession of the Employer or of any other person and the contractor shall save harmless and indemnify the Employer in respect of all claims demands proceedings damage costs charges and Expenses whatsoever arising out of or in relation to any such materials in so far as the contractor is responsible therefor.
	6.21.2	The works and Temporary works shall be carried out in such manner as not to interfere with ships or other vessels using the port or endanger interfere with traffic whether by road rail or water and other normal operation of the ports.
	6.21.3	The Employer will afford the contractor reasonable facilities to enable him to carry out the contract but the contractor must strictly observe any rules, regulations or instructions which he may from time to time receive from the Employer or the Engineer or any person or persons authouised by them for the safety and protection of persons, traffic whether by road, rail or water and property on the site or the land adjacent to the site.
	6.21.4	The contractor shall take all possible precautions to secure the efficient protection of the Docks, Harbours and all other waterways against pollution of any kind during the execution, completion and maintenance of the works and he shall ensure that no oil organic matter, refuse, rubbish or other things of whatsoever nature are allowed to sweep or be supplied or thrown into the water ways by him, his employees or sub-contractors or any other agency or his.
Extra Ordinary Traffic	6.22.1	"The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site form being damaged or injured by any traffic of the contractor or any of his sub-contractors and in particular shall select routes choose and use vehicles restrict and distribute loads so that any such extraordinary traffic as will inevitable excise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges.
Special Loads	6.22.2	Should it be found necessary for the contractor to move one or more loads of constructional plant machinery or reconstructed Units of parts of units or work over part of highway or bridge failing with the jurisdiction of the Employer the moving whereof is likely of damage any highway or bridge unless special protection or strengthening is carried out then the contractor shall before moving the load on to such high way or bridge give notice to the Engineer of Engineer's Representative of the weight and other particulars of the load to be moved and his proposals for protecting or strength or the said highway or bridge. Unless within fourteen days of the receipt of such notice the Engineer shall be counter-notice direct that such protection or strengthening is unnecessary than the contractor will carry out such proposal or any modification thereof that the engineer shall require. At his own cost.
Waterborne Traffic	6.22.3	Where the nature of the works is such as to require the use by the contractor or waterborne transport the foregoing provisions of this clause shall be construed as though "highway" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.
Opportunities for other Contractors	6.23	The contractor shall in accordance with the requirements of the Engineers afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and the

workmen of the employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract of any contract which the Employer may enter into in connection with or ancillary to the works. If however the contractor shall on the written request of the Engineer of the Engineer's Representative make available to any such other contractor or to the Employer or any such authority any roads or ways for the maintenance of which the contractor is responsible for to permit the use by any such of the contractors scaffolding or other plant on the site or provide any other service of whatsoever nature for any such the Employer shall pay to the contractor in respect of such use or service such sum of sums as shall in the opinion of the Engineer be reasonable provided also that if the contractor avails of similar services from such other or the Employee the Employer shall be entitled to recover from the contractor in respect of such service such sum or sums as shall in the opinion the Engineer be reasonable. The decision of the engineer shall be final.

Supply of Plant Materials & labour

6.24 Except where otherwise specified the contractor shall at his own expense supply and provide all the Constructional Plant Temporary Works materials both for Temporary and for permanent works labour (including the supervision thereof) transport to or from the site and in and about the works and other things every kind required for the construction completion and maintenance of the works.

Materials to be supplied by the Employer

6.25.1 "Materials which the Employers is prepared to supply are shown in the schedule, soon after the acceptance or tender, the contractor shall give in writing a phased requirement of material according to the programme of execution of works with regard to issue of materials."

6.25.2 If the contractor desires the Employer to supply materials other than those mentioned in the schedule, such as materials may be supplied by the Employer. If available in the matter, at rates to be fixed by the Employer.

6.25.3 For material listed in Schedule …… which the contractor does not stipulate to supply himself but requires the Employer to supply he shall give a reasonable notice in writing of his requirements to the Engineer in accordance with the agreed phased programme. Such materials shall be supplied for the purpose of contract only and the value of materials so supplied at the rate specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items for work for which payment is being made to the contractor, from any sums then due or which may there after become due to the contractor, under the contract. A the time of submission of bills contractor shall certify that balance of materials supplied is available at site.

6.25.4 The contractor shall bear the cost of loading, transporting, storing to site, unloading under cover as required, assembling and joining the several parts together as necessary and incorporating and fixing materials in the works including all preparatory work of whatever description as may be required, and of closing, preparing loading and returning empty cases or containers to the place of issue.

Return of materials

6.25.5 All materials issued to the contractor by the Employer for incorporation or fixing in the works (including preparatory work) shall, on completion or on before closure of works, be returned by the contractor at his expense, at the place of issue, after making due allowances for actual consumption, reasonable wear and tear and/ or waste if the contractor is required to delivery such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation which would have been incurred by the contractor has such materials been delivered at the place of issue shall be borne by the Employer.

6.25.6 Surplus materials returned by the contractor shall be credited to him by the Engineer at rates not exceeding those at which those were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in the custody of the contractor.

	6.25.7	If on completion of works the contract fails to return surplus materials out of those supplied by the Employer that in addition to any other liability which the contractor would incur, the Engineer may, by a written notice to the contractor require him to pay within a fortnight or receipt of the notice for such un-returned surplus materials at double the issue rates.
Clearance of site on completion	6.26	On completion of the works the contractor shall clear away and remove from site all constructional plant surplus materials rubbish and Temporary works of every kind and leave the whole of the site and Works clean and in a workman like condition to the satisfaction of the Engineer. If not done the cost of clearing etc. will be recovered from any money due to the contractor.
Ownership of debris and excavated materials etc.	6.26.1	All excavated materials, debris etc. arising from the demolition or removal or properties, buildings or structures the work site and all other materials, or things of whatsoever nature found or being upon or excavated from the site shall remain the property of the Employer and shall not be removed by the contractor from the site or used in the works until permission for such renal or use has been given by the Engineer in writing.
	2.26.2	"Except as specifically authorised in writing by the Engineer no photographs shall be taken nor shall any photograph articles or description or the work or the site or any part thereof be published nor shall any details of the drawings furnished to him or part thereof be disclosed, by the contractor his employees contractors agents and representatives.
Removal of Craft of plant that has suck	6.27	The contractor shall forthwith and with dispatch at his own cost raise and remove any craft or plant (fleeting or otherwise) belonging to him or to any subcontractor employed by him (including also any plant which is held by the contractor any subcontractor under agreement for hire or hire, purchase) which may be sunk in the course of the construction, completion or maintenance of the works or otherwise deal with the same as the Engineer may direct and until the same shall be raised & removed the contractor shall set all such buys and display at nigh such lights & do all such things for the safety of navigation as may be required by the Engineer or by this Employer, in the event the contractor not carrying out the obligation imposes' upon him by this clause the Employer may buoy and light such sunken craft or plant and raise and remove the same and the contractor shall reimburse to the Employer all costs incurred in connection there with.
Contractor's Temporary Moorings and Payment of Charges	6.28	Should the contractor for the purpose of the contract desire to provide the temporary moorings for this craft and floating plant he will be allowed to do so in positions and manner approved by the Engineer. The contractor shall not lay such mooring so as to interfere with traffic in the waterways and such moorings shall be removed if and when required by the Engineer. The contractor shall pay all docks, port, customers and wharfage charges, bounder charges other fees, charges, dues assessments and outgoing as may become payable in the course of execution of the contract works and the contractor would be deemed to have made allowances for these charges in the contract price quoted by him in his tender.
Life Saving appliances and First-Aid Equipment	6.29	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 and in accordance with the requirements of 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, of 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 43 of the said Regulation in respect of erection and maintenance of staging.
Bribes' Commission and corrupt Gifts	6.30	Any bribe, commission gift or advantage given promised or offered by or on behalf of the contractor or his partner, agent or servant or anyone on his or their behalf to any officer, servant, representative or agent of the

		Engineer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract with the Employer shall in addition to any criminal liability which he may incur, subject to the contractor to the cancellation of this and all other contractor with Employer and also the to payment or any loss or damage resulting from any such cancellation. And the Employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor during this or any other contract Any question or dispute as to the commission of any offence under the present Clause shall be settled by the Engineer, in such manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and binding on the contractor.
Antimalarial precautions	6.31.1	Every precaution as directed by the Engineer shall be taken by the contractor to prevent the breeding of mosquitoes on the site and all receptacles used for the storage of water must be suitably protected for this purpose and must be applied at the close of work every day.
Precautions against air and water pollution	6.31.2	Every precaution shall be taken by the contractor to prevent air and water pollution resulting from his operations as per requirements of the appropriate authorities.
Reservation or right to dredge	6.32.	The Employer reserves to himself the right any time or times to carry out any works he thinks necessary or proper in the vicinity of the site or elsewhere.
Use of Explosives	6.33	Except as may be provided in the specification or approved by the Engineer, the contractor shall not use explosives. The contractor shall only permit handling and use of explosive to be carried by men fully qualified and experienced in the storage, handling and use of the types of explosive to be used. He shall comply with the provision of Indian Explosive Act.
Customs and security requirements	6.34	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 Custom's barriers.
Use of Port Authority Land	6.35	In addition to the land at site of works proper, the contractor shall be allotted suitable land for the purpose of lying out his work area, stores etc. free or any rental charges as shown in the contractor drawing in case he needs additional land the same would be given if it can be conveniently spared and he will be charged rent for the additional land at the rates fixed by the Engineer. The contractor, however, shall fix all electrical, water supply and drawings installation, as per existing Municipal regulations and pay charges for consumption of electrical energy and water. On execution of the works the site shall be handed over to the Engineer in good state with such a date as may be intimated to him by the engineer.
Levels Soundings Charts	6.36	The contractor shall provide all assistance. Instrument machines, labour and materials as are normally required for taking levels & sounding for the preparation of level charts and corrections before commencement of work and after execution of works. The contractor shall provide at his own expense experienced attendants for the Engineer or the Engineer's Representative to assist him in taking levels and checking of alignments.
Inflamable Stores	6.37	The contractor shall comply with all central and local regulations in respect of safe storage of all Inflammable stores, or other materials involving risk to third parties and shall take submit to the Engineer for approval all drawings and documents required for the construction of storage shed or other accommodation and shall build all such storage sheds to the proper requirements.
Apprentices	6.38	The contractor shall during the term of this contract comply with the provisions of the Apprentices Act. 1961 and maintain as part of his organization a system or apprenticeship for training craftsmen. Failure on the part of the contractor to observe the conditions and stipulations of this clause shall be deemed to be a failure to employ a sufficient number or proper and efficient workmen within the meaning of clause 6.8 above and

all the rights and remedies of the Employer there in provided including the power to determine the contract shall applicable in such case.

LABOUR

Engagement of labour	7.1.1.	The contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and save in so far as the contract otherwise provides for the transport housing feeding and payment thereof.
Supply of Labour	7.1.2.	The contractor shall so far as is reasonably practicable having regard to local conditions provide on the site to the satisfaction of the Engineer's Representative as adequate supply of drinking and other water for the use of the contractor's staff and work people.
Alcoholic Liquor of Drugs	7.1.3	The contractor shall not otherwise than in accordance with the statutes Ordinance and Government. Regulations or orders for the time being in force import sell give barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such important in sale gift barter or disposal by his sub-contractors agents or employee.
Arms & Ammunition	7.1.4.	The contractor shall not give barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or suffer the same as aforesaid.
Festival & Religious Customs	7.1.5.	The contractor shall allow his labour the Govt. 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 or labour employed by him.
Epidemics	7.1.6	In the event of any outbreak of illness or an epidemic nature the contractor shall comply with and carry out such regulation orders and requirements as may be make by the government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
Disorderly Conduct, etc.	7.1.7	The contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the prevention of peace and protection of persons and property in the neighborhood of the works against the same.
Observance by sub-contractors	7.1.8	The contractor shall be responsible for observance by his contractors of the foregoing provisions.
Compliance with Regulations etc.	7.1.9.	The contractor shall at all times during the continuance of the contract. So far it may be necessary comply with all existing enactment's including central and state legislation as well as, any applicable bylaws of any local authority regarding labour particularly the minimum wages Act. Factories Act. Workmen's Compensation Act, Employees provident Fund and family pension fund Act., Employees state insurance Act., Contract labour (Regulation & Abolition) Act., Payment or wages Act. Maternity Benefit Act. National Festival Holidays Act, Shop & Establishment Act, and shall keep the employer indemnified against any action that may be taken against him for the contravention of the provision of the above said enactment's by the contractors. The rates quoted by the contractor in schedule of quantities and Rates (SQ & R) shall be deemed to include all expenses whatsoever the contractor may be require to incur for the compliance with the provisions of the above said legislation. The contractor shall make necessary arrangement for the employer to witness the payments make by the contractor to his staff and labour.
Foreign Personnel	7.1.10	Should the contractor find that suitable qualified and Experienced personnel required for the works are not available in India in sufficient numbers and should the contractor wish to employ personnel Nationalities other than Indian the contractor must obtain the necessary permits form the central government to permit foreign personnel to enter India and to work in India for this work. The contractor shall keep the employer fully informed, of application made by him for the work permits for foreign staff and/or approvals by the Indian authorities.
Fair wages	7.1.11	The contractors 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 or wages as fixed by the central Public works Department as fair wage of the state payable to the different categories of labours or those as notified under the Minimum wage Act. For the district

		for corresponding employees of the employer of whichever may be higher. That the contractor shall pay the labour engage by him on the work not less than the minimum wages notified under any central or state law as applicable to the Port and he shall not engage persons below the minimum age fixed under any such law applicable.
Wage Records	7.1.12	The contractor shall maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirements of the engineer & conciliation Officer, Central Ministry of Labour, Government of India of such other authorised persons appointed by the state Government. The contractor shall also exhibit the different notices as required under the Minimum Wages Act. 1949, payment of wages Act. 1936 and other Acts, Rules and Regulations make there under from time to time.
Inspection of Wages Records	7.1.13.1	The Engineer or the engineer's Representative or any other person authorised by them on their behalf shall have power to make inquiries with a view to ascertain a proper observance of the Fair Wage Clause. He shall have the power to investigate into any compliance regarding any default made by the contractor sub-contractor regard to such provisions and also the provisions made in the contract labour Act.
	7.1.13.2	The Engineer shall have right to deduct from the moneys due to the contractor any sum required or estimated to be required by making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions make from his or their wage which are not justified by their terms of the contract or non-observance of the regulations.
Accidents	7.1.14	The contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the work report such accidents to the Engineer/Engineer's Representative. The contractor Shall also report such accidents to the competent authorities to whom such report is required bye-law.
	7.1.15	Any other conditions affecting labour and wages shall be as set out in Part-II, in sub-clauses numbered 7.1.16, 7.1.17 etc. as may be necessary.
Wage book and wage slips	7.1.16	That the contractor shall maintain :
	(1)	A wage book of each in such forms as may be convenient but the same shall include the following particulars :-
	(i)	Rate of daily or monthly wages.
	(ii)	Nature of work on which employed.
	(iii)	Total number of days worked during each wage period.
	(iv)	Total amount payable for the work during each wage period.
	(v)	All deductions made from the wages with an indication in each case of the grounds for which the deduction is made.
	(vi)	Wage actually paid for each wage period.
	(2)	A wage slip for each worker employed on the work provided that the Engineer may grant exemption for the maintenance of the wage slip, if in his opinion not more than 19 persons are likely to be employed directly on the work, but in case he will have to maintain wage books as specified in 7.1.16. (1) above.
Preservation & books & Slips	7.1.17	The wage books and wage slips shall be preserved for a period of not less than 12 months after the date of the last entry made in it.
Returns of Labour etc.	7.2	The contractor shall if required by the Engineer delivery to the Engineer's Representative or at his office a return in detail in such from and at such intervals as the Engineer may prescribe showing the supervisory staff & the numbers of the several classes of labour from time to time employed by the contractor on the site and such information inspecting constructional plant as the engineer's Representative may require.
		ADDITIONAL LABOUR CLAUSE AS PER ADMINISTRATIVE OFFICE LETTER NO. AD-LO-16/85 Dt.02.07.85
	7.3.1	**(i)** That, no clearance certificate will be issued to you by the labour Officer of the Port Authority. Unless you produce satisfactory proof before him to the effect that you had notified in a publication in the news paper having

wide local circulation about the completion of your work in respect of this contract, inviting claims of the workmen in respect of unpaid wages/dues if any. of such workmen and that the time limit of such claim has expired or that claims made have been fully and finally settled by you. You have to furnish a copy of the news paper where in such publication was make and the particulars of claims if any, made and settled by you.

(ii) That, without prejudice and in addition to the above precondition, you shall have to give an undertaking that in case at any subsequent time, a claim is made by worker against you before any competent court or authority in respect of his unpaid dues in connection with the execution of work, irrespective of whether the Port Authority has been made a party to such claim before the above authority or court or not in the event of the workmen succeeding to get an order from such court or authority decreeing his claim in full or in part, the Port Authority will have the right to receive from you the expense towards litigation if the Port Authority, has been made a party there to and also indemnify itself form you for the amount of dues thus decreed by such court or authority and paid by the Port Authority to the concerned workman/workmen. The Port Authority authorities shall always have the right to recover the above expenses and payments from you from your dues. If any, lying in the hands of the Port Authority whether in respect of this contractor of any other contract and failing to do so to realise such amount from you through appropriate court of lay as a debt due on you.

MATERIALS AND WORKMANSHIP

Quality of Materials and Workmanship and tests	8.1.1	All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Engineer's instruction and shall be subjected from time to time such tests as the Engineer may direct at the place of manufacture of fabrication or on the Site of at all or any of such places or any of the approved test hours. The contractor shall provided such assistance instruments machines labour and materials as are normally required for examining measuring and testing and work and the quality weight or quality of any materials used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Engineer.
Cost of Samples	8.1.2	All samples required for testing and compression shall be supplied by the contractor at his own cost at the places indicated by the Engineer if the supply thereof is clearly intended by or provided for in the specification or Bill of Quantities.
Cost of Tests	8.1.3	The cost of marking any test shall be borne by the contractor if such test is clearly intended by or provided for in the specification or bill of Quantities and (in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purpose which it was intended to fulfil is particularized in the specification or Bill of Quantities in sufficient detail to enable the contractor to price or allow for the same in his Tender. In case specifications for a particular item are no the tender documents, relevant I.S. specification will apply.
Cost of test not provided for etc.	8.1.4	If any test is ordered by the Engineer which is either.
	(a)	Not so intended by or provided for or
	(b)	(in the case above mentioned) is not so particularized or
	(c)	Through so intended or provided for is ordered by the engineer to be carried ut by an independent person at any place other that the site or the place of manufacture of fabrication of the materials tested than the cost of such test shall be borne by the contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the Engineer's instructions but otherwise by the Employer.
General	8.2.1	Materials required for the works, whether brought by the contractor or supplied by the employer shall be stored by the contractor only at places approved by the Engineer, Storage and safe custody of materials shall be the responsibility of the contractor.
Materials	8.2.3	All materials brought to the site shall become and remain property of the

brought to site		Employer and shall not be removed off the site without the prior written approval of the Engineer. But whenever the work are finally completed and advance, if any in respect of any such materials is fully recovered the contractor shall at his own expense forth with remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the contractor.
Examination of work before covering up	8.4.1.	No work shall be covered up or put out of view without the approval of the Engineer of the Engineer's Representative and the contractor shall afford full opportunity for the Engineer or Engineer's Representative to examine and measure and work which is about to be covered up or putout of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer's Representative whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer's Representative shall without unreasonable delay unless be considers it unnecessary and advises the contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.
Uncovering and Making openings	8.4.2	The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such parts to the satisfaction of the engineer. If any such part of parts have been covered up or put out of view after compliance with the requirements of clause 8,4,1, and are found to be executed in accordance with the contract the expenses of uncovering making openings in or though reinstating and making goods the same shall be borne by the Employer but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the Employer or may be deducted by the Employer form any money due or which may become due to the contractor.
Removal of Improper Works and Materials	8.5.1	The Engineer shall during the progress of the works have power to order in writing from time to time.
	(a)	The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the engineer are not in accordance with the contract.
	(b)	The substitution of proper and suitable material and
	(c)	The removal and proper re-execution (not withstanding any previous test thereof or interim payment there-for) or any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the contract.
Default of Contractor in Compliance	8.5.2	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 there on or incidental there to shall be borne by the contractor and shall be recoverable form him by the employer or may be deducted by the Employer form any monies due to which may become due to the contractor.
Suspension of work	8.6.1.1	The contractor shall on the written order of the engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the engineer. The extra cost including all running wages to be paid on the site salaries depreciation and maintenance of plant site on costs and general overhead costs of contract incurred by the contractor in giving effect to the Engineer's overhead costs of contract incurred by the contractor in giving effect to the Engineer's instructions under this clause shall be borne and paid the Employer unless such suspension is.
	(a)	Otherwise provided for in the contractor
	(b)	Necessary for the proper executions of the work or by reason of whether conditions affecting the safety or quality or the works or by some default on the part of the contractor or
	(c)	Necessary of the safety of the works or any part thereof.
	8.6.1.2	Provided that contractor shall not be entitled to recover any such extra cost

		unless he gives notice in writing of his intention to claim to the engineer within 20 days of the Engineer's order. The Engineer shall settle and determine such extra payment to be made to the contractor in respect of such claim as shall be the opinion of the Engineer be fair and reasonable.
		COMMENCEMENT TIME AND DELAYS
Commencement of Works	9.1	The contractor shall commence the works on site within the period named in the Tender after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the contractor's control.
Possession of site	9.2.1	Save in so far as the contract may prescribe the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the contract as to the order in which the works shall be executed the employer will with the Engineer's written order to commence the works give to the contractor possession of so much of that site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with the programme referred to in clause 6 hereof (if any) and otherwise in accordance with such reasonable proposals of the contractor as he shall by notice in writing to the Engineer make and will from time to time as the works proceed give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the construction of the works with due dispatch in accordance with the said programme or proposals (as the case may be). If the contractor suffers delay from failure on the part of the Employer to give possession in accordance with the terms of this clause the Engineer shall grant an extension of times for the completion of the works.
Way-leave etc.	9.2.2	The contractor shall bears all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the works.
Time of Completion	9.3	Subject to any requirement in the specification as to completion of any portion of the works before completion of the whole of the works shall be completed within the time stated in the Tender calculated from the last day of the period name in the Tender as that within which the works are to be commenced or such extended time as may be allowed under clause 9.4 hereof.
Extension of Time for Completion	9.4	Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur be such as fairly to entitle the Contractor to an extension of time for the completion of the Work the Engineer shall determine the amount of such extension provided that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the Engineer's Representative full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at that time.
No night or Sunday work	9.5	Subject to any provision to the contrary contained in the contract none of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays (if locally, recognized as days of rest) or their locally recognized equivalent without the permission in writing of the Engineer's Representative save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall immediately advise the Engineer's Representative. Provided always that the provisions of this clause shall not be applicable in case of any work which it is customary to carry out by rotary or double shifts.
Rate of Progress	9.6	The whole of the materials plant and labour to be provided by the

contractor under clause 4.1 hereof and the mode manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the works by the prescribed time or extended time for completion the Engineer shall so notify the Contractor in writing and the contractor shall thereupon take such steps as the contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the work is not being carried on by day and night and the contractor shall request permission to work by night as well as by day, the Engineer shall consider grant of such permission but the contractor will not be entitled for any additional payment for so doing if, however, the Engineer refuses such permission, the contractor shall not be entitled for any extension of time on the contract on account of such refusal. All work at night shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands proceedings costs charges and expenses whatsoever in regard or in relation to such liability.

Liquidated damages for Delay 9.7.1 If the contractor shall fail to complete the works within the time prescribed by clause 9.3 thereof or extended time then the contractor shall pay to the Employer the sum stated in Part-II as liquidated damage and not as a penalty for such default for every week or part of a week which shall else between the time prescribed by clause 9.3 of extended time as the case may be and the completion of the works. The Employer may without prejudice to any other method of recovery deduct the amount of such damages from any amounts in its hands due to which may become due to the contractor, Provided that the total amount of such damages to be paid shall not exceed the sum started in Part-II. The payment of such damages shall not relive the contractor of his obligation to complete the works or from may other of his obligations or liabilities under the contract.

Reduction of liquidated 9.7.2 If before the completion of the whole of the works any part of the works has been certified by the Engineer as completed pursuant to clause 9.8 hereof and occupied or used by the Employer the liquidated damages for delay shall for any period of delay after such certification be reduced in the proportion which the value of the part so certified bears to the value of the whole of the works.

Demurrage and other Charges 9.7.3 "All rent, demurrage another charges incurred as a result of the contractor's failure to load or unload wagons of the Employer, the Indian Railways or of any other authority or company or to clear goods from quays, godowns or elsewhere within the prescribed free time shall be borne by the contractor, when called upon to do so contractor shall pay all such charges according to the scales in force and if he fails to do so the charges shall be deducted from any sum which may be due to him by the Employer".

Certificate of completion of work 9.8 As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract the Engineer shall on receiving a written undertaking by the contractor to finish any outstanding work during the period of maintenance issue a certificate of completion in respect of the works and the period of maintenance of the works shall commence from the date of such certificate. Provided that the Engineer may given such a certificate with respect to any part of the works before the completion of the whole of the works and shall upon the written application of the contractor give such certificate respect to any substantial part of the works which has been both completed to the satisfaction or the Engineer and occupied or used by the Employer and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance of such part shall

commence from the date of such certificate. Provided also that a certificate of completion given in accordance with the forgoing provisions of any part of the works occupied and used as aforesaid shall not be deemed to certify completion of any ground or surfaces requiring reinstatement unless such certificate shall expressly so state.

MAINTENANCE AND DEFECTS

Definition of period of Maintenance 10.1.1 In these conditions the expression period of maintenance shall mean the period of maintenance named in the tender calculated from the date of completion of the works certified by the Engineer in accordance with clause 9.8 hereof or in the event of more than one certificate having been issued by the Engineer under that said clause from the respective dates so certified and in relation to the period of maintenance the expression "The Works" shall be constructed accordingly.

Execution of Works of Repair etc. 10.1.2 To the intent that the works shall at or as soon as practicable after the expiration of the period of maintenance be delivered up to the Employer is as good and perfect a condition (fair wear and tear excepted) to the satisfaction of the Engineer as that in which they were at the commencement of the period of maintenance the contractor shall execute all such work of repair amendment reconstruction rectification and making goods of defects imperfections shrinkages or other faults as may be required of the contractor in writing by the Engineer during the period of maintenance or within fourteen days after its expiration as a result of an inspection by or on behalf of the Engineer prior to its expiration.

Cost of Execution of work of Repair etc. 10.1.3 All such work shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance, with the contractor or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract if in the opinion of the Engineer such necessity shall be due to any other cause the value of such work shall be ascertained and paid for as if it were additional work.

Remedy on Contractor's Failure to carry out work Required 10.1.4 If the contractor shall fail to do any such work as aforesaid required by the Engineer, the Employer shall be entitled to carry out such work by his own workmen or by other contractors and if such work is a work which the contractor should have carried out at the contractor's own cost shall be entitled to recover from the contractor the cost thereon or may deduct the same from any monies due or that may become due to the contractor.

Contractor to Search 10.2. The contractor shall if required by the Engineer in writing search for the cause of any defect imperfection of fault under the direction of the Engineer. Unless such defect imperfection of fault shall be one for which the contractor is liable under the contract, the cost of the work carried out by the contractor in searching as aforesaid shall be borne by the Employer. But if such defect imperfection or fault shall be one for which the contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the contractor and he shall in such case repair rectify and make good such defect imperfection or fault at his own expense in accordance with the provision of clause 10.1.1. to 10.1.4. hereof.

ALTERATIONS ADDITIONS AND OMISSION

Variations 11.1.1 The Engineer shall make any variations of the from quality or quantity of works or any part hereof that may in his opinion necessary and for that purpose or if for any other reason it shall in his opinion be desirable shall have power to order the contractor to do and the contractor shall do any of the following :-

(a) Increase or decrease the quantity of any work included in the contractor.

(b) Omit any such work.

(c) Change the character or quality or kind of any such work.

(d) Change the level lines positions and dimensions of any part of the works, and

(e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way vitiate or invalidate the

		contract but value (if any) of all such variations shall be taken in to account in ascertaining the amount of the contract price.
Orders for variation to be in writing	11.1.2	No such variation shall be made by the contractor without as order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease in not the result of an order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill or Quantities. Provided also that if for any reason the engineer shall consider it desirable to give any such order verbally the contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of this clause Provided further that if the contractor shall confirm in writing to the Engineer any verbal order of Engineer and such confirmation shall not be contradicted in writing by the Engineer it shall be deemed to be an order in writing by the Engineer.
Valuations of Variations	11.2.1	The Engineer shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the tender in respect of any extra or additional work done or work omitted by his order. All such work shall be valued at the rates set out in the contract if in the opinion of the Engineer the same shall be applicable. If the contract shall not contain any rates applicable to the extra or additional work then suitable prices shall be agreed upon between the Engineer and the contractor. In the event of disagreement the Engineer shall fix such prices as shall in his opinion be reasonable and proper.
Power of Engineer to fix Rate	11.2.2.1	Provided that if the nature of amount of any omission or addition relative to the nature of amount of the whole of the contract work or to any part thereof shall be such that in the opinion of the Engineer the rate or price contained in the contract for any item of the works is by reason of such omission or addition rendered unreasonable or inapplicable than a suitable rate or price shall be agreed upon between the engineer and the contractor, in the event of disagreement the Engineer shall fix such other rate or price as shall in his opinion be reasonable and proper having regard to the circumstances.
	11.2.22	Provided also that no increase of the contract price under clause 11.2.1. or variation or rate or price under clause 11.2.2.2. shall be made unless as soon after the date of the order as is practicable and in the case of extra or additional work before the commencement of the work or as soon thereafter as is practicable notice shall have been given in writing :-
	(a)	By the contractor to the Engineer of his intention to claim extra payment or a varied rate or
	(b)	By the Engineer to the contractor of his intention to vary rate or price as the case may be.
Increase or decrease of costs	11.2.3	If the net effect of all variations (other than those arising by reason of any clause relating to variations in price of materials and/or labour) shall be found on completion of the whole of the works to result in a reduction or an addition greater than as stated in Part-II the amount of the contract price shall be amended by such sum as shall be agreed upon between the Engineer and contractor. In the event of disagreement the Engineer shall fix such sum as shall in his opinion be reasonable and proper regard being had to all material and relevant factors including the contractor's on costs and overheads.
Day Work	11.2.4.1	The Engineer may if in his opinion it is necessary or desirable order in writing that any additional or substituted work shall be executed on a day work basis. The contractor shall then the paid for such work under the conditions set out in the Day work schedule in the Bill of Quantities and at the rates and prices affixed there to by him in his tender.
	11.2.4.2	The contractor shall furnish to the engineer such receipts or other vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Engineer quotations for the same for

		his approval.
	11.2.4.3	In respect of all work executed on a day work basis the contractor shall during the continuance of work deliver each day to the engineer's Representative an exact list the duplicate of the names occupation and time of all workmen employed on such work and a statement also in duplicate showing the description and quantity of all materials and plant used thereon or therefore (other than plant which is included in the percentage addition in accordance with the schedule herein before referred to). One copy of each list and statement will if correct or when agreed be signed by the Engineer's Representative and returned, to the contractor. At the end of each month the contractor shall deliver to the Engineer's Representative a priced statement of the labour material and plant (except as aforesaid) used and the contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineer shall consider that for any reason the sending of such list or statement by the contractor in accordance with the foregoing provision was impracticable he shall nevertheless be entitled to authorise payment for such work either as day work. (On being satisfied as to the time employed and plant and materials used on such work) or at such value therefore as shall in his opinion be fair and reasonable.
Claims	11.2.5	The contractor shall send to the Engineer's Representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any additional expense to which the contractor may consider himself entitled and or all extra or additional work ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.
		PLANAT TEMPORARY WORKS & MATERIALS
PLANT ETC. Exclusive use for the work	12.1.1	All constructional Plant Temporary works and materials provided by contractor shall when brought on to the site be deemed to be exclusively intended for the construction and completion of the works and the contractor shall not remove the same or any part hereof (save for the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer which shall not be unreasonably withheld provided that nothing contained in these conditions shall prevent the Employer from retaining on the site for the due completion of the works, and any item of constructional Plant Temporary works and materials after the happening of any event which gives to the Engineer the right to exclude the contractor from site and proceed with the completion of the works.
Removal of Plant etc.	12.1.2.1	Upon completion of the works, the contractor shall remove from the site all the said constructional Plant and Temporary works remaining thereon any unused material provided by the contractor.
	12.1.2.2	If the contractor fails to remove any such constructional plant Temporary Works or unused materials within such reasonable time, after the completion of works, as may be allowed by the Engineer then the Employer may sell the same and shall after deducting form the proceeds costs, charges and expenses of and in connection with such sale pay the balance if any, to the contractor.
Employer not liable for Damage to Plant etc.	12.1.3	The Employer shall not at any time be liable for the loss of or injury to any of the said constructional plant Temporary works or materials save as mentioned in clauses 6.12.1., 6.12.2. and 17 hereof.
Employer's Plant & Equipment	12.1.3.1	The contractor may be permitted the use of the employer's cranes and other mechanical equipment (If the same can be conveniently spared) only on payment of deposit and such charges as may be determined by the Engineer provided these equipments could be spared while using the equipment the contractor shall carry out such directions as may be given by the Engineer or other officer in charge of such equipment and pay to the employer the charges that are due but in the event of his failure to do so the amounts due shall be recovered by deductions from the bills.

Re-export of Plant etc.	12.1.4	In respect of any constructional Plant which contractor shall have imported for the purpose of the works the employer will assist the contractor where required in procuring any necessary government consent to the re-export of such constructional plant by the contractor upon the removal thereof as aforesaid. In such case the contractor shall indicate, wherever possible re-export commitment in the tender itself.
Customs Clearances Conditions of Hire of Constructional Plant	12.1.5	The Board will provided only recommendatory assistance to the contractor were required in obtaining clearance through the customs of constructional plant materials & other things required for the works. It is however contractor's responsibility to satisfy all the Rules and Regulations in this regard.
	12.1.6	With a view to securing in the event of a forfeiture under clause 16.1.1 hereof the continued availability for the purpose of executing the works of any essential Hired plant the contractor shall not bring on to the site any essential Hired plant unless the agreement for hire thereof contains a provision that the owner thereof will on request in writings made by the Employer within seven days after the date on which any such forfeiture has become effective and on the Employer undertaking to a pay all hire charges in respect thereof from such date hire Essential Hired Plant to the Employer on the same terms in all respects as the same was hired to the contractors save that the employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of completing the works under the terms of the clause 16.1.
Hire purchase Payment by the Employer	12.1.7	The Employer shall in order to avoid seizure by the owner of any Hire Purchase Plant be entitled to pay to such owner the amount of any overdue installment for other sum payable under any agreement for hire purchase and in the event of his doing so any amount so paid by him shall be debt due from the contractor to the employer and may be deducted by the Employer form any moneys due or that may become due to the contractor under the contract or may be recovered by the employer form the contractor at law.
Cost of purpose of Clause 16.1.1	12.1.8	In the event the Employer entering into any agreement for hire of Essential Hired Plant pursuant to the provisions of Clause 12.1.7. all sums properly paid by the Employer under the provisions of any such agreement and all expenses incurred by him (including stamp duties) in entering into such agreement shall be deemed for the purpose of clause 16.1.1. hereof to be part of the cost completing the work.
Contractor's Certificate as to hiring provisions	12.1.9	The contractor shall upon request made by the Engineer at any time in relation to any item of Essential Hired Plant forth with notify to the Engineer in writing the name and address of the owner thereof and shall certify that the agreement for the hire thereof contains provision in accordance with requirements of clause 12.1.6 and 12.1.7. The contractor shall also upon request as aforesaid give a like notification (but without certificate) in regard to any Hire Purchase Plant.
Contractor to obtain	12.1.10	The contractor shall obtain all relevant information regarding the procedure for the imports and subsequent re-export of his constructional Plant and materials form the chief controller of imports and Exports and the Ministry of Transport. New Delhi and shall have informed himself on the details of custom's charges and drawback regulations applicable to the items of construction plant. The contractor shall provide the necessary guarantee bonds when these are required by the customs notwithstanding that in port licence may be granted in the name of the Employer.
Customs Dues etc.	12.1.11	The contractor shall pay (and the rates and prices named by him in the priced bill of quantities shall include) all customs or other import duties. Harbour dues port rates, tolls, pilotage, landing charges wharfage and local imports and dues and all other costs charges and imports whatsoever in respect of any material whether for the Permanent or Temporary works, plant and other things imported into India or exported there from in connection with the works either in the name of contractor or the Employer.

Approval of Materials etc. not implied	12.2	The operation of clause 12.1.1. to 12.1.1. hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

MEASUREMENT

Quantities	13.1.	The quantities set out in the Bill of Quantities are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract.
Works to be Measured	13.2	The Engineer shall except as otherwise stated ascertain and determine be admeasurements the value in accordance with the contract of work done in accordance with the contract. He shall when the requires any part or parts of the works to be measured give notice to the contractor's authorized agent or representative shall forthwith send or attend a qualified agent to assist the Engineer or the Engineer's Representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement make by the Engineer of approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by records and drawings the Engineers Representative shall prepare records and Drawings month by month or such work and the contractor as and when called upon to do so in writing shall within 14 days attend to examine and agree such records and drawings with the Engineers Representative and shall sign the same when so agreed and if the contractor does not so attend to examine and agree any such record and Drawings they shall be taken to be correct. If after examination of such records and drawings the contractor does not agree the same or does not sign the same as agreed they shall nevertheless to be taken to be correct unless the contractor shall within 14 days of such examination lodge with the Engineer's Representative for decision by the Engineer notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.
Method of Measurement	13.3	The work shall be measured not withstanding any general or local custom except where otherwise specifically described or prescribed in the contract.

PROVISIONAL AND PRIME COST SUMS

Provisional Sums	14.1.1	Every provisional sum (other than P.C. prices under the clause 14.1.2.) set out in the Bill of Quantities (whether for work to be executed by the contractor which has not been specified in detail when the contract is entered into or for work to be executed by a Nominated subcontractor as hereinafter defined) together with the charges and profits (if any) which the contractor shall have added to such sums shall be deducted from the contractor price and in lieu thereof there shall be added to the contract price :-
	(a)	Where work to which the provisional sum relates has been order by the Engineer and executed by the contractor the value of the work so executed valued in accordance with clauses 11.2.1., 11.2.2. and 11.2.3. hereof and.
	(b)	Where work to which the provisional sum relates has been ordered by the Engineer and executed by Nominated sub-contractor (as hereinafter defined) the sum or sums actually paid (subject however to the provision of clause 14.1.5) by the contractor to such sub-contractor on the direction of the engineer and (if the contractor shall have added to the provisional sum to which the work relates any sums in respect of charges and profits) a sum in the same proportion to the sum so actually paid as the said charges and profits bear to the said provisional sum.
Prime Cost Items	14.1.2	Every sum in the Bill of Quantities which contains either as the whole or part of the sum a prime cost (P.C.) price for goods or materials to be

supplied for or for incorporation into the works shall be varied by the substitution for the prime cost price of the actual price (subject however to the provisions of clause 14.1.5. hereof) paid by the contractor for the goods or materials on the direction of the Engineer and the contract price shall be increased or decreased (as the case may be) by the amount by which the sum to the bill of quantities is increased or decreased by such substitution. No variation shall made to or in respect of any sum added for labours to the prime cost price on account of the said actual price being greater or less than the prime cost price but in respect of all order charges and profit there shall be added or deducted as the case may be a sum representing such percentage as is provided in the Bill of Quantities in relation to the particular item or prime cost concerned or (if none) as is inserted by the contractor in the form of Tender as the percentage for the adjustment of prime cost sums.

Use of provisional and Contingency Items 14.1.3 All sums set out in the Bill of Quantities which shall be stated to be stated to be provisional or for contingencies shall be used only at the direction and discretion of the Engineer and if not used either wholly or part shall as to the amount not used be deducted from the contract price.

14.1.4.1 The contractor shall when required by the Engineer produce all quotation invoices, vouchers and accounts or receipts in connection with expenditure in respect of provision or prime cost items.

Production of Vouchers etc. 14.1.4.2 If instructed by the Engineer the contractor shall obtain quotations from approved sub-contractors or suppliers for the execution of the works under a provisional sum or the supply of goods or materials under a prime cost sum. The contractor shall submit these quotations to the Engineer together with such other information as the engineer may required and upon receiving instruction from Engineer he shall place his order for the execution of such work of the supply of such goods or materials with the subcontractor or supplier nominated by the Engineer.

Cash Discount 14.1.5 In so far any sum is paid by the contractor to a nominated subcontractor (as hereinafter defined) by direction of the Engineer under clause 14.1.1 (B) or 14.1.2. before the contractor shall have received payment of that sum from the Employer there shall for the purpose of adjusting the contract price under clause 14.1.1 or 14.1.2 hereof (as the case may be) added to the actual sum paid by the contractor as aforesaid 2.5% of the amount of such actual payment and the benefit of any cash discount whether availed off or not by the contractor allowed in respect thereof shall be passed to the Employer.

Assignment Sub-contractors Obligations 14.1.6 In the event of a Nominated Subcontractor (as hereinafter defined) having undertaken towards the contractor in respect of work executed or the goods or materials supplied by such nominated sub-contractor any continuing obligation extending for a period exceeding that of the period of maintenance under this contract the contractor shall at any time after the expiration of the period of maintenance assign to the Employer at the Employer's request and cost the benefit of such obligation for the unexpired duration thereof.

Nominated Sub-contractors 14.2.1 All specialists merchants tradesmen and other executing any work or supplying any goods for which provisional or prime cost sums are included in the Bill of Quantities who may have been or be nominated or selected or approved by the Employer or the Engineer and all persons to whom by virtue of the provisions of the Bill of Quantities of Specification the contractor is required to subject any work shall in the execution of such work or that supply of such goods be deemed to be sub-Contractors employed by the contractor and are hereinafter referred to as Nominated Sub-Contractors Provided always that the contractor shall not be required by the Employer or the engineer or be deemed to be under any obligation to employ any nominated subcontractor who shall decline to enter into a sub-contractor with the contract containing provisions.

(a) That is respect of the work or goods the subject of the sub-contract nominated sub-contractor will undertake towards the contractor the like obligation and liabilities arises as are imposed upon the contractor

towards the Employer by the terms of the contract and will save harmless and indemnify the contractor from and against the same and from all claims demands proceedings damages cost charges and expenses whatsoever arising out of or in connection therewith or arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities and.

(b) That the Nominated sub-contractor will save harmless and indemnify the contractor from and against any negligence by the nominated sub-contractor his agents workmen and servants and from and against any misuse by him or them of any constructional plant or Temporary Works provided by the contractor for the purpose of the contract and from all claims as aforesaid.

Payments to Nominated Sub-contractors

14.2.2.1 Before issuing under clauses 15.1.1 to 15.1.7 hereof any certificate which includes any payment in respect of work done or goods supplied by any nominated sub-contractor the Engineer shall be entitled to demand from the contractor responsible proof that all payments (less retentions) included in previous in certificated in respect of the work or goods of such nominated sub-contractor have been paid or discharged by the contractor in default whereof unless the contractor shall.

(a) Inform the Engineer in writing that he has reasonable cause for withholding or refusing to make such payment and

(b) Produce to the Engineer reasonable proof that he has so informed such nominated sub-contractor in writings.

14.2.2.2 The Employer shall be entitled to such nominated sub-contractor direct upon the certificate of the Engineer all payments (less retentions) which the contractor has failed to make to such nominated sub-contractor and to deduct by way of set-off the amount so paid by the Employer from any sum due or which become due from the Employer to the contractor.

14.2.2.3 Provided always that where the Engineer has certified and the employer has paid direct as aforesaid the Engineer shall in issuing any further certificate in favour of the contractor deduct from the amount thereof the amount so paid direct as aforesaid but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the contract.

Final payment to Nominated Sub-contractor

14.2.3 If the engineer desires to secure final payment to any nomination subcontractor before final payment is due to the contractor and if such sub-contractor has satisfactory indemnified the contractor against any latent defects than the Engineer may in certificate under clauses 15.1.1 to 15.1.7. of these conditions include as amount to cover the said final payments and thereupon the contractor shall pay to such sub-contractor the amount so certified and the limit of retention money named in the appendix to the tender shall be reduced in proportion to the amount so certified and the contractor shall be discharged from all liability for the work or materials covered by such certificate except for any latent defects.

CERTIFICATES AND PAYMENTS

Monthly payment

15.1.1.1 The contractor shall submit to the Engineer each month on or before the 10th of the month, a statement on the standard printed form to be had an application showing the estimated contract value of the permanent work executed upto the end of the month (if such value shall justify the issue of an interim certificate) and the contractor will be paid monthly on the certificate of the Engineer. The amount due to him on account of estimated contract value of the permanent work executed up to the end of the previous month together with such amount (if any) as the Engineer may consider proper on account of material for permanent works delivered by the contractor on the site and in addition such amount as the Engineer may consider fair and reasonable for any Temporary works or constructional plants for which separate amounts are provided in Bill of Quantities subject to a retention of the …… % named in the tender unit the amount retained shall reach the "Limit of Retention Money" named the tender (hereinafter called "The Retention Money") provided always that no

		interim certificate shall be issued for a sum less than that named in the tender at one time.
	15.1.1.2	80% of the net amount of interim certificate shall be paid by the Employer within 10 days from the date of interim certificate and the balance within 30 days from the date of interim certificate.
	15.1.2.1	One half of the Retention Money shall become due and shall be paid to the contractor when the Engineer shall certify in writing that the works have been substantially completed and other half shall be paid to the contractor 14 days after the maintenance certificate has been delivered to the Employer notwithstanding that at such time there may be outstanding claims by the contractor against the Employer and provided always that if at such time there shall retain to be executed by the contractor any works ordered during such period pursuant to clause 10.1.1 to 10.1.4 and 1.2 hereof the Employer shall be entitled to with hold payment until the completion of such works of so much of the second half of the retention money as shall in the opinion of the Engineer represent the cost of the works so remaining to be executed.
	15.1.2.2	Provided further that in the event of different maintenance periods having become applicable to different parts of the works pursuant to clause 9.8 hereof the expression" expiration of the period of Maintenance" shall for the purposes of the clause be deemed to mean the expiration of the latest of such period.
Time of payment	15.1.3.1	Payment upon each of the Engineer's Certificate shall subject to the provision hereinafter be made by the Employer within the number of days named in the Tender after such certificate has been issued by the Engineer.
	15.1.3.2	Delay in making such payments by the Employer due to exceptional circumstances shall not nullify or vitiate in any way the other conditions of the contract and contractor shall have no claim on this account.
Correction and with holding of Certificate	15.1.4	The Engineer may be any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.
Indian Currency	15.1.5	Subject to the provision of clause 15.1.7 hereunder all payments made to the contractor under the contract shall unless otherwise agreed be made to the contractor in Indian currency.
Foreign currency Required for permanent works	15.1.6	If the execution of the works shall necessitate material or equipment for incorporation in the permanent works which can bot be obtained in India, an application for import Licence in each case is to be made-by the contractor. The release of necessary foreign currency for such purpose shall be arranged by the Employer and shall not be included in the amount of foreign Exchange referred in Clause 15.1.7 hereunder. Such Foreign currency will paid at the rate stated in the tender.
Foreign Exchange Required for all other purposes	15.1.7	The contractor shall insert in the tender the amount which he requires to be paid in foreign currency in addition to payments under clause 15.1.6 for all other purposes such as contractors plant overseas staff, expenses etc, which shall be listed in detail. The contractor shall also insert in the tender, the rate of exchange at the date of tendering upon which his tender is based and the payment shall be made accordingly.
Advance for mobilisation	15.1.8.1	The Employer shall pay to the contractor a lump sum advance as stated in part-II against Bank guarantee as a loan towards initial mobilization at the interest started in Par-II. The advance shall be given immediately after the execution of the contract agreement provided that the contractor shall obtain and furnish at his own expenses towards security an advance guarantee bond in the approved from as given in the tender documents for a sum equal to the amount of the loan issued by a scheduled bank or the Life insurance corporation of India.
Repayment of Advance for mobilisation	15.1.8.2	The entire sum of the loan together with the interest accrued thereon shall be recovered from the contractor from his monthly bills as stated in Part-II

Recovery of Loan

(i) Recovery of the sum loaned above shall be made from the payment certified in the interim certificate in proportion to the value of the work done and certified by the Engineer after the value of the work reaches 25% of the tendered value and all sums loaned shall be fully recovered by the time the value of work completed reaches 75% of the tendered value and the balance of loan, if any, remaining unpaid at that time shall forthwith be paid up in cash by the contractor. The recovery of interest at the rate referred to clause 16.2 (a) hereof on the loan shall be made monthly by deduction from the interim certificates next due and the same shall be calculated on the balance loans outstanding on the last day of each previous calendar month.

(ii) The recovery of loan will normally be made according to the following formula.

$$R = \frac{200 \times P\%}{A}$$ of the gross value of the interim bill.

Where R=Recovery by which the total loan is to be reduced
P=Total amount of Loan(i.e. the amount of the loan
When 25% the contract price of the work has been Completed)
A= Contract value

If, however, the amount so arrived at, falls short of Rs.25,000/- the contractors will have to make good the shortfall either by allowing additional recovery from the bill or by payment in cash/by cheque, so that an amount of Rs. 25,000/- is repaid every month.

(iii) The recovery of the installment of the loan and interest thereon will be made proportionately from the 80% and 20% payments due to them through their interim bill is due from/issued to them, the recovery of loan according to the above formula may not be feasible. In that case, in order to maintain the speed and continuity, of recovery the contractors will have to pay an amount of Rs.25,000/- being the minimum amount towards repayment of loan, and the interest due for that month before the end of that month.

Advance for plant and Equipment's

15.1.9.1 If required by the contractor, an advance at an interest 3% over the Reserve Bank rate as announced from time to time by the Reserve Bank of India under section 49 for the R.B.I. Act 1984 per annum may be paid by the Employer as under.

(i) Up to 90% of the value of the new plants and equipment's considered necessary for the work and the same procured and brought to site by the contract for the work and.

(ii) 75% of cost as assessed by the Engineer in the case or old plant and equipment's considered necessary for the work and brought to site by the contract for the work.

Against production relevant documents and hypothecation of the said plant and equipment to the Employer. In the event of any advance against hypothecation of plant and machinery being granted to one contractor, the contractor shall execute a deed of hypothecation, hypothecating the plant, machinery and equipment against the advance received from the Board and have the same registered before the Register of companies under section 125 of the companies Act, in the case of companies registered under the companies Act. The amount of this advance shall be restricted to 10% or the contract value.

Repayment of Advance for machinery and equipment

15.1.9.2 The advance for machinery and equipment together with interest accord thereon will be recovered from the monthly Bills as stated in clause 15.1.8.2.

Advance on Material

15.1.10 "Interest free advance to the extent of 75% of the cost of materials brought to site for permanent work will be paid to the contractor only on certain items as may be approved by the Engineer. The advance on materials will be recovered from subsequent bills as and when the materials are used in

		the work".
Approval only by Maintenance Certificate	15.2	No certificate other than the Maintenance Certificate referred to in Clauses 15.3.1 to 15.3.3. hereof shall be demand to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or off the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the Engineer not shall any other certificate conclude or prejudice any of the powers of the Engineer.
Maintenance Certificate	15.3.1	The contractor shall not be considered as completed until a maintenance certificate shall have been signed by the Engineer and delivered to the Employer stating that the works have been completed and maintained to his satisfaction. The Maintenance certificate shall be given by the Engineer twenty eight days after the expiration of the period of maintenance (or if different periods of maintenance, shall become applicable to different parts of the works the expiration of the latest such period) or as soon thereafter as any works ordered during such period pursuant to clauses 10.1 and 12.2 hereof shall have been completed to the satisfaction of the Engineer and full effect shall be given to this clause notwithstanding any previous entry on the works or the taking possession work or using thereof or any part thereof by the Employer. Provided always that the issue of the maintenance certificate shall not be a condition procedure to payment to the contractor of the second portion or the Retention Money in accordance with the conditions set out in Part-II in the clauses 15.1.1. to 15.1.9.
Creation of Employers liability	15.3.2	The Employer shall not be liable to the contractor for any matter or thing arising out of the in connection with the contract or the execution of the works unless the contractor shall have made claim in writing in respect thereof the giving of the maintenance certificate under this clause.
Unfulfilled Obligation	15.3.3	Notwithstanding the issue of the Maintenance Certificate the contractor and (subject to clause 15.3.2.) the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the contract prior to the issue of the Maintenance certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligation the contract shall be deemed to remain in force between the parties hereto.
Time Limit for Payment of final Bill	15.3.4.1	The contractor's final bill shall be passed for payment within three months after the issue of certificated by the Engineer provided the contractor has fully complied with the requirements under the contract. If the amount payable under any certificate is not sufficient to cover deductions to be made for the sums loaned and other sums deductible under the contract the balance outstanding shall be paid by the contractor in cash within 15 working days from the date of receipt of the written notice issued in this regard by the Engineer. The date on which a cheque of payment is handed over to the contractor by the Employer will considered as the date of payment for all purpose.
	15.3.4.3	After the payment of the amount of final bill payable as aforesaid has been made the contractor may, if he so desires reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days his disputed claim shall be dealt with as provided in the contract.
		REMEDIES AND POWERS
Forfeiture	16.1.1	If the contractor shall become bankrupt of have a receiving order made against him or shall present his petition in bankruptcy or shall make as agreement with or assignment in favour or his creditors or shall agree to carry out the contract under committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary Liquidation for the purpose of amalgamation of reconstruction) or if the contractor shall assign the contract without the consent in writing of the Employer first obtained or shall have an execution levied on his goods or if the Engineer shall certify in writing to the Employer that in his opinion the contractor :-
	(a)	Has abandoned the contract or

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

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

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

(e) has to determent of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of contract, then the Employer may after giving 14 days notice in writing to the contractor enter upon the site and the works and expel the contractor there from without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contractor or affecting the rights and powers conferred on the Employer or the Engineer by the contract and may himself complete the works or may employ another contractor to complete the works and the employer or such other contractor may use for such completion so much of the constructional plant temporary work and materials which have been deemed to be reserved exclusively for the construction and completion of the works under the provisions of the contract as he or they may think proper and the employer may at any time sell any of the said constructional plant temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under the contract.

Valuation forfeiture 16.1.2 The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer fix and determine ex parte or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and shall certify that amount (if any) had at the time of such entry and expulsion been reasonable earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and what was the value of any of the said unused or partially used materials any constructional plant and any temporary works.

Payment after Forfeiture 16.1.3 If the Employer shall enter and expel the contractor under this clause he shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The contractor shall then by entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the contractor on due completion by him than the contractor shall upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the contractor to the employer shall be recoverable accordingly.

Assignment of benefit of Agreement 16.1.4 If so required by the Employer of the Engineer the contractor shall before the expiration of the notice referred to in clause 16.1.1 of this clause assign to the Employer without payment the benefit of any agreement which the contractor has entered into for the supply of materials and/or for the execution of any works for the purpose of the contract but on the terms that a supplier or sub-contractor shall be entitled to make any reasonable objection to any further assignment thereof by the employer and the Employer may pay the supplier or sub-contractor for any such material supplied and delivered to the site or works executed under such agreement (whether the same be assigned as aforesaid or not) before or after the giving of the notice the amount due by such agreement in so far as the supplier or the sub-contractor or by the employer to the contractor. The Employer's right under the clause are in addition to their rights to

nominated sub-contractors as provided in clause 14.2.2 and payments under clause 14.2.3. or under this clause may be made out of any Retention money in the hands of the Employer.

Urgent Repairs 16.2 If by reason of any accident of failure or failure of other event occurring to in or in connection with the works or any part thereof either during the execution of the works or during the period of maintenance any remedial or other work or repairs shall in the opinion of the Engineer or the Engineer Representative be urgently necessary of security and the contractor is unable or unwilling at once to do such work or repair the Employer may be his own or other workmen do such work or repair as the Engineer or the Engineer's Representative may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the contractor was liable to do at his own expense under the contract all cost and charges properly incurred by the Employer in so doing shall on demand be paid by the contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the contractor, provided always that the Engineer of the Engineer's Representative (as the case may be) shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the contractor thereof in writing.

SPECIAL RISKS

No liability for war, etc Risk 17. Notwithstanding anything in contract contained.

(1) The contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works (save to work condemned under the provisions of clauses 8.5.2 hereof prior to the occurrence of any special risk hereinafter mentioned) or Temporary works or to property whether of the Employer or third parties or for or in respect of injury or loss of life which is he consequence whether direct or indirect of war hostilities (whether war be declared or not) invasion act of foreign enemies rebellion revolution insurrection of 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").

Projectile Missile, etc. (2) Destruction damage injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine bomb shell grenade or other projectile missile ammunition or explosive of war shall be deemed to be a consequence of the said special Risks.

Increased costs arising from Special Risks (3) The Employer shall repay to the contractor any increased cost of 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 clause 8.5 and 8.5.2. hereof prior to the occurrence of any special Risk) which is howsoever attributable to or consequent on or the result of or any way whatsoever connected with the said special risks (subject however to the provisions in this clause hereinafter contained in regard to outbreak of war) but the contractor shall as soon as any such increase of cost shall come to his knowledge forth with notify the Engineer thereof in writing.

Outbreak of war (4) If during the currency of the contract there shall be an outbreak of war (whether war is declare or not) in any part of the world which whether financially or otherwise materially affects the execution of the woks the contractor shall unless and until the contract is terminated under the provisions in this clause contained use his best endeavors to compete 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 right s of the parties under this clause and to the operation of clause 19.1 hereof terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

Removal of Plant on Termination (5) If the contract shall be terminated under the provisions of the last preceding clause the contractor shall with all reasonable dispatch remove from the site all constructional plant and shall give similar facilities to his

sub-contractors to do so.

Payment if Contract terminated

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

(a) The amounts payable in respect of any preliminary items so far as the works or service comprised therein has been carried out or performed and a proper proportion as certified by the Engineer of any such items the work of service comprised in which has been partially carried out or performed.

(b) The cost of materials or goods reasonable ordered for the works or Temporary works which shall have been delivered to the contractor or of which the contractor is legally liable to accept delivery (such materials or goods becoming the property of the employer upon such payment being made by him).

(c) A sum to be certified by the Engineer being the amount of any expenditure reasonably incurred by the contractor in the expectation of completing the whole of the works in so for as such expenditure shall not have been covered by the payments in this clause before mentioned.

(d) Any additional sum payable under the provisions of clause 17.4.

(e) The reasonable cost of removal under clause 17.6 and (if required by the contractor return thereof to the contractor's main plant yard in his country of registration or to any other destination at no greater cost.

(f) The reasonable cost of repatriation of all the contractor's staff and workmen employed on or in connection with the works at the time of such termination.

Provided always that against any payment due from the Employer under this sub-clause the Employer shall be entitled to credit with any outstanding balance due from the contractor for advance in respect of plant and materials and any sum previously paid by the Employer to the contractor in respect of the works.

FRUSTRATION

Payment in Event of Frustration

18.0 In the event of the contract being frustrated whether by war or otherwise howsoever the sum payable by the Employer to the contractor in respect of the work executed shall be the same as that which would have been payable under clause 17 hereof if the contract had been terminated under the provisions of clause 17 hereof.

NOTICES

Service of Notices on Contractor

20.1 Any notice to be given to the contractor under the terms of the contract shall be served by sending the same post to or leaving the same at the contractor's principal place of business (or in the event of the contractor being a company to or at its registered office) or at contractor's site office or elsewhere as approved by the Engineer.

Service of Notices on Employer

20.2 Any notice to be given to the Employer under the terms of the contract shall be served by sending the same by post to or leaving the same at the Employer's last known address (or in the event of the Employer being a company to or at his registered office).

Major Economic Dislocation

21.2 In the event of there being subsequent to the date of Tender such a major economic dislocation within the country in which the works are being or are to be constructed as to result in the imposition by the Government or that country or currency restrictions or in devaluation of the currency of that country the Employer shall pay to the contractor any increased cost of or incidentals to the execution of the works which is howsoever attributed to or consequent on or the result of or in any way whatever connected with such economic dislocation provided always that nothing in this clause contained shall prejudice the right of the contractor to always that noting in this clause contained shall prejudice the right of the contractor to exercise any other rights or remedies to which the contractor may be

		entitled in such event.
Registration with Board's D.PLC. of the contractor's	21.3	The contractor shall register with the Employer's Dy. Conservator/ Dy. Port Conservator/Director Marine Department all his floating crafts employed in the execution of this contract and no floating craft which has not been so registered shall be allowed to be employed in execution of this contract. No exemption whatsoever shall be grant granted in this regard.
Floating crafts used in the execution of contract works	21.3	The contractor shall be interpreted and have effect in accordance with the law of India and any suit or other proceedings relating to this contract shall be filed or taken by the contractor in a court of law only (in Cuttack, Orissa)
	21.4	The successful tenders should furnish information before the award of the contract whether he himself or any of his partners directors or employees has held class-1 post in the Port Authority within the period of last two years.
Income Tax Clearance	21.5	The tenderers are required to submit Income Tax clearance certificate along with their tender.

CONDITIONS OF CONTRACT

Part – II Conditions of particular application

(Definitions Clause 1.1)

Employer	(a)	The Employer (hereinafter called "Board") means to Board of Paradip Port Authority. A body corporate under the Major Port Authorities Act, 2021 represented by the Chairman.
Engineer	(b)	The Engineer is the Chief Engineer of the Paradip Port Authority
Consultant	(c)	The 'consultant' is M/s …… whom the consultancy Agreement has been entered in to by the Employer on ……
Earnest money 6.2.01.		(a) For works, estimated cost put to tender up to Rs.10.0 Crores: 2% (Two percent) of the estimated cost put to tender. *(b) For works, estimated cost put to tender more than Rs.10.0 Crores: Rs.20.0 Lakhs plus 1% (one percent) of the cost in excess of Rs.10.0 Crores*
Security Deposit 6.2.1.		10% of the accepted value of the tender.
Retention Money 6.2.2.		As per Clause 6.2.1.A and 6.2.2
Remedy of Contractor's Failure to ensure 6.17.		(Rate of interest as applicable to be indicated) 3% above prevailing Bank rate's as announced by the Reserve bank of India from time to time under section 49 of the R.B.I. Act 1934.
Liquidated damages 9.7.1		**½% (0.5%) per week** or part thereof the total value of the contract, subject to the **maximum of 10%** of the total value of contract (may be reviewed if required).
Variation 11.2.3.		Upto 15% of the contract price.
Mobilisation Advance 15.18.1.		Upto 15% of contract price at the interest rate 3% above the prevailing 'Bank Rate' as announced by the Reserve Bank of India from time to under section 49 of the R.B.I. Act 1934.
		"RECOVERY OF LOAN"
Repayment of Advance for mobilisation 15.1.8.2.	(i)	Recovery of the sum loaned above shall be made from the payment certified in the interim certificate in proportion to the value of the work done and certified by the Engineer after the value of the work reaches 25% of the tendered value and all sums loaned shall be fully recovered by the time the value of work completed reaches 75% of tendered value and the balance of loan. If any remaining unpaid at that time shall forthwith be paid by in cash by the contractor. The recovery of interest at the rate referred to clause 16.2 (a) hereof on the loan shall be made monthly by deduction from the Interim certificate next due and the same shall be calculated on the balance loans outstanding on the last day of each previous calendar month.
	(ii)	The recovery of loan will normally be made according to the following formula : R= 200 X p% of the gross value of the interim bill A Where R= Recovery by which the total loan is to be reduced P= Total payment of loan (i.e. the amount of the loan when 25% of the contract price of the work has been completed) P = Contract value If however, the amount so arrived at, falls short or Rs, 25,000/- the contractors will have to make good the shortfall either by allowing additional recovery from the bill or by payment in cash/by cheque, so that an amount of Rs.25,000/- is repaid every month.

Advance against Plant & equipment 15.1.9.2.	(iii)	The recovery of the installment of the loan, an interest thereon will be made proportionately from the 80% and 20% payments due to them through their interim bill is due from/issued to them, the recovery of loan according to the above formula may not be feasible. In that case, in order to maintain the speed and continuity of recovery, the contractors will have to pay an amount of Rs.25,000/- being the minimum amount towards the repayment of loan, and the interest due for that month in cash/by cheque, before the end of that month.
Repayment of advance against plant & equipment 15.1.9.2		Upto maximum 10% of the contract price at the interest rate of 3% above the "Bank Rate" as 15.1.8.1. above.
Advance of materials 15.1.10		Mode of recovery as detailed in 15.1.8.2 above.
Recovery of Advance of materials 15.1.10.		Advances will be recovered from the bills as and when materials are used in the works.

SPECIAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Clause	TITLE	Page No.
1.	General	54
2.	The Work	54
3.	The Site	54
4.	Programme and Progress of Work	55
5.	Survey and Levels to be Agreed	55
6.	Setting out the works	55
7.	Order of works	55
8.	Co-ordination and Inspection of Works	56
9.	Contractor's Technical Staff	56
10.	Work in monsoon	56
11.	Contractor's working area	57
12.	Accessibility for Checking and Supervision.	57
13.	Responsibility of the Contractor for methodology of works	57
14.	Quality Control.	57
15.	Temporary works, office, jetty, etc.	57
16.	Operations of the Board and others	58
17.	Port Authority Rules	58
18.	Existing Services	58
19.	Entry on private or other property	58
20.	Notice of operations	58
21.	Security and Safety	59
22.	(a) Law Governing contract	59
	(b) Arbitration and Notice	59
23.	Joint Measurement of extras	59
24.	Defects prior to taking over.	59
25.	Period of maintenance/defect liability period.	60
26.	Performance Guarantee Period.	60
27.	Working Period	60
28.	Bank Guarantee in lieu of Cash Security Deposit.	60
29.	Possession prior to completion	61
30.	Water & power supply	61
31.	Abnormal Rates	61
32.	Dispute in Mode of Measurement	61
33.	Liability and Guarantees	61
34.	Contract supersedes previous documents	61
35.	Bribes & commission	61
36.	Publicity	62
37.	Price Adjustment Payment/Escalation	62
38.	No Compensation in case of Alteration or Restriction of works.	62
39.	Earnest Money Deposit (EMD).	62
40.	Joint Venture Participation.	63
41.	Deduction/Recovery of Cess under BO & CW Act.	64
42.	EPF Code under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and ESI Code under Employees' State Insurance, 1948.	64
43.	Variation in quantum of work.	64

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

1.1 Special Conditions shall be read in conjunction with the General Conditions of Contract, specification, Drawings and any other documents forming part of this contract wherever the context so requires.

1.2 Notwithstanding the Sub-division of the documents in to these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of contract and shall to the extent of such repugnancy of variations, prevail.

1.4 Where it is mentioned in the Specification that the contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost.

1.5 The materials, design and workmanship shall satisfy the relevant Indian standard, the specification conditioned herein and codes referred to. Where the specifications stipulate requirement in addition to those contained in the Standard codes and specifications these additional requirements shall also be satisfied.

2. THE WORK:

2.1 **SCOPE OF WORK:** ***The work involves items like Dismantling and removing of existing damaged RCC drain ,culverts, slabs, Earth work excavation, Dewatering , PCC 1:3:6, RCC M:20 & M-30, Shoring and shuttering, Centering & shuttering, Fe-500 steel, IRC Gr-I & Gr-II metal , DLC, PQC M-30, PVC pipe and engagement of machineries.***

2.2 **NATURE OF WORK:** The work is related to Providing drainage facilities along with retaining wall adjacent to storage plots at leftover areas alongside concrete road inside harbour area.

3. THE SITE:

3.1 Site information: The work site is situated inside the port prohibited area between Gate No.2 to Gate No.3. However, if necessary, the work may have to be executed in other Port areas as decided and approved by the Chief Engineer/Competent Authority subject to proper justification.

3.1.1 The datum of soundings (chart datum) is Low Water Ordinary Spring Tide and all soundings in drawings are referred to this Datum.

3.1.2 The following are the particulars of certain tide levels referred to the above 'DATUM'

TIDE	CHART DATUM
Highest High Water	+3.25 M
Lowest Low Water	+0.40 M
Indian Mean Sea Level	+1.55 M

3.1.3 Climate is tropical with high humidity. The maximum temperature is 102 degree F and the minimum 51 degree F. The average annual rainfall is 55'' which falls mostly during the South West monsoon prevailing during the months of June – October.

The wind during the monsoon months of June to September is predominantly from South-west and the strength varies between 3 and 5 on the Beanfort Scale. But there are certain periods when the force increased to 6 or still higher.

3.2 **Inspection of Site:**

3.2.1 The intending tenderers are expected to visit the site and satisfy themselves on the actual site conditions, meteorological and oceanographic data before participation in tender. Whatever information regarding climatological data given in the tender documents is only intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

3.3 Access to Site: The contractor should examine the access to site before submitting his offer.

3.3.1 At present the work site is approachable by road from Cuttack Railway Station, a distance of about 90 Kms. Cuttack is on Howrah-Madras Railway line. The site is also accessible by sea from Kolkata, Visakhapatnam or any other Port.

4. PROGRAMME AND PROGRESS OF WORK:

4.1 The contractor shall submit to the Engineer or his representative, if asked, a realistic Bar Chart Schedule within 15 days from the date of issue of work order showing the dates of commencement and completion of the several parts of the work including anticipated dates for delivery, erection etc. of the various sections of the work for this contract. The details Bar Chart Schedule shall be updated and submitted by the contractor every three months.

4.2 The contractor shall submit, if asked for, to the CE in the first week of each month or any such period as the CE may from time to time direct, a progress report for the proceeding period showing up-to-date progress and progress during the previous period on all important items of each section of portion of the work, in relation to and in consideration of detailed Bar Chart Schedule.

5. SURVEYS AND LEVELS TO BE AGREED:

5.1 Before the works of any part thereof begun, the Contractor's agent and the CE's representative shall together survey and take levels of the site of the works both above and below water level, and agree all particulars on which the measurements of the works are to be based. Such particulars shall be plotted by the Contractor and after agreement, the drawings shall be signed by the CE or his authorized representative.

5.2 Failing such surveys and agreements being prepared and/or signed by the contractor, the survey of the CE shall be final and binding on the Contractor.

5.3 The contractor shall be entirely responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify any errors or imperfection therein. Such rectification shall be carried out by the contractor, at his own cost.

6. SETTING OUT THE WORKS:

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor on being required so to do by the Engineer shall at his own expenses rectify such error to the satisfaction of the Engineer unless such error is based on incorrect data supplied in writing by the Engineer in which case the expenses of rectifying the same shall be borne by the Board. The checking or any setting out or of any line or level by the Engineer shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench-marks, site nails, pegs and other things unused in setting out the works.

7. ORDER OF WORKS:

The order in which the works are to be carried out shall be to the approval of the concerned divisional Engineer and shall be such as to suit the detailed method of construction, adopted by the contractor as well as the realistic Bar Chart schedule. The works shall be carried out in such a manner so as to enable the other contractors to work

concurrently so that the entire project may be brought into use immediately after the completion of works.

8. CO-ORDINATION AND INSPECTION OF WORKS:

The Co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer and/or his representative. The written instructions regarding any particular work will be normally passed by the Engineer and/or his representative.

9. CONTRACTOR'S TECHNICAL STAFFS.

The Contractor shall provide all necessary Technical Supervisor/Staff during the execution of the works and as long thereafter as the Engineer and/or his representative may consider necessary for the proper fulfilling of the contractor's obligations under the Contract. The Contractor's representative approved by the Engineer and/or his representative is to be constantly present on the works and shall give his whole time to the superintendence of the same and shall make himself available whenever called for by the concerned divisional Engineer. If such approval shall be withdrawn by the Engineer and/or his representative, the Contractor shall as soon as practicable after receiving written notice of such withdrawal; remove the agent from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another agent after approval of Engineer and/or his representative. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer and/or his representative.

9.1 The names of training and experience of the Contractor's agent or representative and other supervisory site staff shall be submitted to the Engineer and/or his representative for approval before they are appointed.

9.2 The Contractor shall provide and employ on the site in connection with the execution and maintenance of work :

a) Only such technical assistants as are skilled and experienced in their respective calling and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and

b) Such skilled, semi-skilled labour as is necessary for the proper and timely execution and maintenance of the works.

9.3 The Engineer and/or his representative shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the contractor in or about the execution or maintenance of the works who in the opinion of the Engineer and/or his representative misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer and/or his representative to be undesirable and such person shall not be again employed upon the works without written permission of the Engineer and/or his representative. Any person so removed from the works shall be replaced without delay.

10. WORK IN MONSOON:

The execution of the work shall continue in the monsoon also. The Contractor must maintain sufficient labour force, plant machineries and coverings etc. as may be required for the work and to execute the construction according to the prescribed schedule. NO special rate will be considered for such work in monsoon.

10.1 Holiday or Sunday work:

Generally works on Sundays and Holiday are not allowed. However, subject to provision in local Acts and any statues of the State, the contractor may have to arrange for work on Holidays and Sundays after obtaining permission from concerned division, whenever so desired by the Engineer and/or his representative to expedite progress and complete the works in time. The contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays.

11. CONTRACTOR'S WORKING AREA:

11.1 The contractor would be given necessary working area/open space as per requirement free of cost towards **Temporary Camp Shed, Labour Shed, Stores only.** A suitable working programme shall be furnished along with the bid document.

11.2 The contractor shall remove all temporary works and clear the site at his cost to the satisfaction of the Chief Engineer after completion of the work in all respect.

11.3 The contractor may provide fencing all round his working area and after completion of the contract shall remove the same and restore and level the area to its original profile to the satisfaction of Engineer and/or his representative.

12. Accessibility for Checking and Supervision:

The engaged contractor is to provide necessary arrangement for free access to the PPA officer's and personnel for supervision and checking of the subject work at his own cost.

13. Responsibility of the Contactor for methodology of works:

i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.

ii) The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution of each item of the work supported by necessary details.

iii) Approval for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying the handling materials etc., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.

14. Quality Control:-

Quality Control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The contractor will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer or his representative should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work. The quality control function shall include but not be limited to the following items:

i) <u>Sampling and Testing of Construction Materials:</u>

Essentially to be carried out on the materials brought to site for construction work unless permitted otherwise by the Engineer of his representative.

ii) <u>Sampling & Testing of work at various stages of construction:</u>

Essentially to be carried out at any approved Laboratory as per tender conditions or from any Govt. approved organization, unless permitted otherwise by the Engineer at the cost of the Contractor.

15. TEMPORARY WORKS, OFFICE, JETTY, ETC.

15.1 The contractor shall submit to the Engineer and/or his representative for his approval, drawings and proposals for any temporary works such as batching plant, storage yard, office, store, false work and temporary platforms, pre-casting yard, workshop, etc. which he intend to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer and/or his representative.

15.2 The Contractor shall obtain permission for any temporary work and would ensure that during execution of works the statutory requirements of the concerned authorities such as Paradip Port Authority, Police, etc. would be compiled with.

15.3 Not less than one month before the date when the contractor intends to start erecting any part of the temporary works and staging required for carrying out the works he shall furnish to the Engineer and/or his representative complete drawings of that part of the

temporary works and staging with a proper design. The contractor shall at the same time, if so required by the Engineer and/or his representative furnish calculations in respect of such temporary works. The contractor shall also furnish to the Engineer and/or his representative drawings showing the method proposed for the erection of the various parts of the work. The furnishing to the Engineer and/or his representative any design for any temporary works and staging shall not relieve the Contractor from any liability or obligation under the contract in respect of such temporary works and staging. All temporary works shall remain the property of the Contractor.

16. OPERATIONS OF THE BOARD AND OTHERS:

16.1 The ordinary business and works of the Board and others as carried out on and in the vicinity of the site will be continued during the construction, completion and maintenance of the works and the execution of the contract shall be conducted in such a way as to avoid interference with traffic of every kind by land and by water and with any other works in progress in vicinity.

16.2 The Contractor's attention is drawn to the fact that other contractors employed by the Board may be working in the vicinity.

16.3 The Contractor shall where so directed by the Engineer and/or his representative be required to work to other contractor's drawings where-so-ever drawings for work not included in this Contract are related to particular details of works.

16.4 The Contractor shall from time to time as the Engineer and/or his representative may direct, provide attendance on the other contractors and carry out minor works in connection with such contracts. The cost of provision of such attendance and work as may be so required will be charged to the appropriate provisional sum in the Bill of Quantities.

17. PORT AUTHORITY RULES:

17.1 The Contractor shall observe the conservancy rules relating to the Harbour, Township area 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 Board. Under no circumstances shall inflammable material be allowed to spill to the Harbour area/any water bodies.

17.2 The Contractor shall always observe and comply with the working rules and regulations of the Port Authority in force or as issued from time to time.

18. EXISTING SERVICES:

18.1 Drains, pipes, cables, overhead-wires and similar services encountered in the course of the work shall be guarded from injury by the Contractor at his own cost, so that may continue in full and uninterrupted use to the satisfaction of the owners thereof, or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

18.2 Should any damage be done by the Contractor to any mains pipes, cables or lines (whether above or below ground). Whether or not & shown on the drawings the Contractor must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer and/or his representative of the owners.

19. ENTRY ON PRIVATE OR OTHER PROPERTY:

The Contractor shall not enter upon or commence any work in or upon, across or through any land, building or place being private property until authorised in writing by the Engineer and/or his representative or other competent authority to do so.

20. NOTICE OF OPERATIONS:

No important operations shall be commenced nor shall work outside the usual working hours be carried out without the consent of the Engineer and/or his representative in writing or without full and complete notice also in writing being given to him.

21. SECURITY AND SAFETY:

21.1 The Contractor shall comply with all regulations imposed by the customs and Paradip Port Security Authorities in respect of the passage of Plant, Vehicles, machineries, equipments, materials & personnel through Customs and Port barriers.

21.2 The Contractor shall take all possible precaution to prevent out breaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous of hazardous goods. He shall comply with all rules, regulations and orders of any statutory Authority and of the Engineer and/or his representative at no extra cost to the Board.

21.3 The Contractor shall obtain from the Board details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expenses.

21.4 The Contractor shall give every facility to the authorised safety officers of the Board to inspect the works whensoever required, and shall observed and abide by any instructions given by the CE in regard to the use of Plant, equipment and temporary works in respect of General Safety. Compliance with such requirement shall not be used as the basis of a claim against the board.

21.5 The Contractor shall at his own expenses provide and maintain upon the works to the satisfaction of the divisional Engineer. Proper and efficient life-saving and First-Aid appliances which shall at all times be available at work site for use.

The Contractor will be required to take entry passes to the restricted area of Port for all personnel, labourers, vehicles, machineries, equipments etc. No claim whatsoever on this account will be entertained.

22. (a) LAW GOVERNING CONTRACT:

The Contract shall be interpreted and have effect in accordance with the Law of India and no suit or other proceeding relating to this Contract shall be filed or taken by the contractor in any court of Law except in Kujang Court.

(b) ARBITRATION AND NOTICE: As per Arbitration Act of Govt. of India.

23. JOINT MEASUREMENT OF EXTRAS:

23.1 In the event of the Contractor having to execute any work or provide any material in regard to which he may propose to claim extras, he shall immediately notify the concerned division in writing and shall at once make arrangements to take the measurements of the said work or materials with the Engineer and/or his representative.

23.2 If these measurements are not taken jointly and booked and agreed at the time the work is being executed, the Contractor's measurements will not after words be recognized by the Engineering Department.

23.3. The fact of such joint measurement having been made will in no way commit the Engineer and/or his representative to a, recognition of the claim if he considers such claim without foundation. The CE shall at all times have full access to Contractor's time book and may daily, check the time of any extra works with the Contractor's time keeper or otherwise but the fact of his agreeing upon any time shall in no way bind the Engineer and/or his representative to value the work other than by measurement if he thinks fit so to do.

24. DEFECTS PRIOR TO TAKING OVER.

24.1 If at any time before the works are taken over, the Engineer and/or his representative shall decide that any work done or materials used by the contractor or any subcontractor is or are defective, or not in accordance with the contract or that the works or any portion thereof are defective, or not in accordance with the Contract or that the works or any portion thereof are defective, or do not fulfil the requirements of contract (all such matters being hereinafter called "Defects" in this clause) and as soon as reasonably practicable, give to the contractor notice in writing or the said decision specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expense and with all speeds make good the defects so specified.

24.2 In case the Contractor shall fail to do so, the CE may take, at the cost of the Contractor such steps as may in all circumstances be responsible to make good such defects. The expenditure so incurred by the Board will be recovered from the amount due to the Contractor. The decision of the CE with regard to the amount to be recovered from the contractor will be final and binding on the contractor.

24.3 As soon as the works have been completed in accordance with the contract (except in minor respect that do not affect their use for the purpose of which they are intended and except from maintenance thereof provided in relevant clause of General Conditions of Contract thereof provided in relevant clause of General Conditions of Contract and have passed the tests on completion) the Executive Engineer shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passes the said test and the Board shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract the Board shall be entitled to take over any group or groups before the other or others and thereupon the Executive Engineer or his certificate in respect thereof.

24.4 If any reason or any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the works within one month after the date fixed by the contract for the completion of the works, on any portion thereof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof, so used as aforesaid shall be reasonably capable of being used and that the contractor shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

25. PERIOD OF MAINTENANCE / DEFECT LIABILITY PERIOD:

Unless otherwise mentioned specifically, the period of maintenance/defect liability period of work after completion will be **06 (Six) months** from the actual date of completion of work. In these conditions the expression ‘‘Period of Maintenance’’ shall mean the Period of Maintenance named in the form of tender calculated from the date of completion of the works certified by the Engineer or his representative in accordance with **Clause-10.1.1 of GCC** hereof or in the event of more than one certificate having been issued by the Chief Engineer under the said Clauses from the respective date so certified and in relation to the period of maintenance the expression ‘the works’ shall be construed accordingly. The security deposit for the work will be released after completion of defect liability period/maintenance period.

26. PERFORMANCE GUARANTEE PERIOD:

(To be applicable in special cases to be decided by the Executive Engineer. Performance Security for this period will have to be deposited by the Contractor in addition to other statutory deposits).

27. WORKING PERIOD:

Normally, the work will be carried out between 08:00 AM to 05:00 PM on the working days only. However, the tenderer should note that he/she/they might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work if permitted by Competent Authority. The tenderer should include in his/her/their rates the cost, if any, involved on those accounts.

28. BANK GUARANTEE IN LIEU OF CASH SECURITY DEPOSIT :

Security Deposit shall be recovered from the R/A Bill of the contractor as per Tender Conditions of Contract. However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Contractor shall have to submit to the Division, a Performance Bond in the form of an irrevocable guarantee from any scheduled Bank at Paradip.

29. POSSESSION PRIOR TO COMPLETION:

The CE shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not deem to be an acceptance of any work completion in accordance with the contract agreement.

30. WATER AND POWER SUPPLY:

30.1 **WATER SUPPLY:**

The Board may supply to contractor with reasonable quantity of fresh water at one point near the site subject to availability of fresh water as per prevailing rate.

Water to the extent possible will be made available by the Port Authority. The connection and extension to the working area shall be arranged by the contractor at his own cost. The contractor shall also provide a water meter at his cost for metering the quantity of water used. Charges for the consumption of the water will be paid by the contractor at the applicable rates indicated in **Appendix-VII** or as per charges fixed from time to time by Port Authority during contract period.

30.2 **ELECTRICITY SUPPLY:** The Board may supply to the contractor with electricity at the site of the contractor's working area at one point. The Contractor will be required to pay for the electricity towards consumption/used on **Meter basis** at rates in force during the contract period, PPA does not guarantee the continuity of power supply. In the event of power failure, the contractor shall be required to make its own arrangement for the provision of Electric Power.

Drawing of power lines etc. from the point of supply of power by the Board of Paradip Port Authority to the actual work spot shall be arranged by the contractor at his own cost. Temporary lines and connections by the contractor shall be approved by the authorized Agencies before drawing the power. The contractor shall indicate his requirement of power to the concerned Executive Engineer at the time of tendering or prior to work execution.

The contractor shall pay the Electricity charges at the applicable rates indicated in **Appendix-VII** or as per charges fixed from time to time by Port Electrical Division.

31. ABNORMAL RATES:

The Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cases for the rejection of the tender unless the CE is convinced about the reasonableness of the rates. For scrutiny the analysis for such rate is to be furnished by the tenderer on demand.

32. DISPUTE IN MODE OF MEASUREMENT:

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per relevant Indian Standard Specification (Latest revision) shall be followed.

33. LIABILITY AND GUARANTEES:

33.1 The Contractor is responsible to carry out works as per specifications.

33.2 Of the Contractor feels that any variation in work or in quality of materials or proportions would beneficial he shall bring this to the notice of Engineer and/or his representative in writing.

33.3 The work will not be considered as complete and taken over by the Board until all the temporary work for labour shed, store shed, site office and staff colonies etc. constructed by Contractor are removed and work site cleaned to the satisfaction of Engineer and/or his representative.

34. CONTRACT SUPERSEDES PREVIOUS DOCUMENTS:

The Contractor shall have no right to any increase in the rates in the Bill of Quantities.

35. BRIBES AND COMMISSION:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his or their behalf to any officer, servant, representative or agent of the CE or to any person on his behalf in relation to the obtaining or to be execution of this or any other contract with the Board shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts with the Board and also to the payment of any loss or damage resulting from any such cancellation. And the Board shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract. Any question or

disputes as to the commission of any offence under the present clause shall be settled by the CE in such a manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and conclusive.

36. PUBLICITY:

No information or photographs concerning the works maybe published.

37. <u>PRICE ADJUSTMENT PAYEMENT/ESCALATION:</u>

In case of Contract in which the estimate cost of work put to tender as per Tender Call Notice is more than Rs.1.00 (One) Crore and stipulated completion period is beyond 12 (Twelve) months (both criteria to be satisfied). The Contractor will be allowed overall price variation in accordance with the following formula.

$$V = (R - C) \times \frac{I - Io}{Io}$$

Where V = Amount of overall variation payable for a value of R of work done.

R = Value of work done during the period under reference.

C = Value of materials supplied by the Employer at the stipulated rates and consumed in the work plus the secured advance paid against the material brought at site.

I = All India Average Consumer price index (Base 2023 = 100) for industrial workers declared by the Labour Bureau, Government of India for the period covered by a bill does not coincide with a calendar month, then weighted time average for the period will be taken for I.

Io = All India average consumer price index (Base 2023 = 100) for industrial workers declared by the Labour Bureau, Government of India, as prevailing for the month of the tender opening.

The price variation shall be subject to the following conditions:

(a) The price variation shall be claimed by the contractor through a supplementary bill along with interim measured bill in every cycle & after the index for any month is officially published by the concerned authorities.

(b) No variation will be allowed for work done beyond the stipulated completion date.

(c) Escalation will be payable on extra items/substituted items.

38. NO COMPENSATION IN CASE OF ALTERATION OR RESTRICTION OF WORKS:

If at any time from the commencement of the work the CE shall for any reason whatsoever not require the whole work or part thereof a specified in the tender to be carried out, the CE shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of the full amount of the works not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, Drawings, designs and instructions which shall involve any curtailment of the works as originally contemplated. Provided always that in all such cases the Contractor shall be entitled to payments according to adjustments in Contract Price as allowed under the Provisions of the **Clause-11.2.1** of GCC.

39. EARNEST MONEY DEPOSIT (EMD):

(a) For works, estimated cost put to tender up to Rs.10.0 Crores: 2% (two percent) of the estimated cost put to tender should be collected as EMD.

(b) For works, estimated cost put to tender more than Rs.10.0 Crores: Rs.20.0 Lakhs plus 1% (one percent) of the cost in excess of Rs.10.0 Crores, should be collected as EMD.

40. JOINT VENTURE PARTICIPATION:

(a) Joint Venture (JV) firms are allowed to participate in the tenders having the estimated cost put to tender more than **Rs.5.00 Crores.**

(b) No. of Joint Venture partners would be limited to three (including the lead partner) with at least 26% equity holding by each member in case of a Company. In case a Joint Venture is formed for the specific work only, each of the Joint Venture partner including the lead partner shall have work experience of minimum value not less than 26% for at-least one single work of the estimated cost put to tender as indicated in TCN to become eligible to be a member of Joint Venture. One of the partners shall be nominated as Lead Partner for signing Agreement with Paradip Port Trust and shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture. This authorization shall be evidenced by submitting registered power of attorney signed by all the partners.

(c) All partners of the joint venture shall be liable jointly and severally during the bidding process and for the execution of the contract in accordance with the provisions of contract and a statement to this effect shall be included in the authorization as above. The bid shall be signed so as to legally bind all the partners jointly and severally.

(d) **Joint Ventures must comply with the following requirements:**

The joint venture must satisfy collectively the eligibility criteria as described in this section. For this purpose, the following information of each member of the joint venture may be submitted which will be added together to assess the collective eligibility criteria:

(i) Average Annual Turnover
(ii) Specific work Experience
(iii) Capacity of key Personnel
(iv) Ability to own / lease relevant equipment

Each JV Partner including the lead partner shall meet not less than 26% of the following criteria:

(i) Average Annual Turnover
(ii) Specific work Experience

(e) **All the partners together shall satisfy 100% of the criteria.**

A copy of the joint venture agreement (JVA) specific to this work, if entered into by the partners shall be submitted along with the Bid. Alternatively, the Memorandum of Understanding (MoU) to execute a JVA in the event of successful bid shall be signed by all partners and submitted with the bid. In any case, it is mandatory that a JV agreement is entered into before the award of the work.

Pursuant to the foregoing, the Joint Venture Agreement shall include among other things, the joint venture objectives, the proposed management structure, the contribution of each partner in the joint venture, the commitment of the partners to joint and several liability for due performance, recourse / sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.

(f) **Similar Work Experience for Joint Venture (JV) Firm:**

The partners of Joint Venture shall individually or jointly meet the similar work experience criteria and the relevant work experience documents shall be furnished. Each JV partner including the lead partner shall have work experience of minimum value not less than 26% for at least one single work of the estimated cost put to tender as indicated in TCN. The single work/two works / three works as indicated in the eligibility criteria shall not be spilt which means in case of a single work one JV partner should have executed the single work in full on his own as specified in Tender Call Notice and in case of two works / three works, if JV partners proposed to collectively meet the experience then they should have individually done each of the works in full on their own as per example given below.

Example-

A joint venture is constituted by three firms namely A, B & C and the estimated Cost of the work put to tender is Rs.10,00,000/-. Then the eligibility criteria for meeting similar work experience shall be

(i) Single work of value 80% equal to Rs. 8,00,000/-

(ii) Two works of value 50% each equal to Rs.5,00,000/-

(iii) Three works of value 40% each equal to Rs.4,00,000/-

JV may meet the similar work experience criteria either any one of the following categories.

(i) For single work category of value Rs. 8,00,000/-

Any one Joint Venture Partner should have executed the Single work of value Rs.8.00 lakh in full individually on his own.

(ii) For two works category of value Rs.5,00,000/- each.

Value of each work executed by JV Partner shall be Rs.5.00 lakh in full individually on his own.

(iii) For three works category of value Rs.4,00,000/- each

Value of each work executed by JV Partner shall be Rs.4.00 lakh in full individually on his own.

g. **Financial Turnover**: The average annual turnover of each partner of the JV individually shall not be less than 26% of average annual turnover as indicated in the eligibility criteria in TCN / Tender Document. Turnover of individual partner of the JV will be added together for each financial year to meet eligibility criteria of the Average Annual Turn Over.

41. DEDUCTION / RECOVERY OF CESS UNDER BO&CW ACT

As per the letter No.AD/IR-22/2010/3026, dtd.28th July, 2010 and letter of Govt. of Odisha No. LL-I-(iii)-98/09/720(56)/L.E, Bhubaneswar, dtd.27th January, 2009, Cess @ 1% of the executed value will be deducted. The deduction will be @ 1% of gross bill value from each running bill / final bill of the contractor. This deduction will be in respect of building and other construction works i.e. construction, alteration, repairs, maintenance or demolition, of or, in relation to, buildings, streets, roads, railways, tram ways, airfields, irrigation, drainage, embankment and navigation works, flood control works (including storm water drainage works, generation, transmission and distribution of water), oil and gas installations, electric lines, wireless, radio, television, telephone, telegraph and overseas communications, dams, canals, reservoirs, water courses, tunnels, bridges, viaducts, aqueducts, pipelines, towers, cooling towers, transmissions towers and such other work as may be specified in this behalf by the appropriate Government by Notification, but does not include any building or other construction work to which the provisions of the Factories Act, 1948 (63 of 1948) or the mines Act, 1952 (35 of 1952) apply.

42. EPF Code under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and ESI Code under Employees' State Insurance, 1948

The Tenderer must have EPF Code under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and ESI Code under Employees' State Insurance, 1948 to cover all the workers working under the Contractors. The successful tenderer, on award of the work must ensure all the workmen, employed by the Contractors in relation to the contract work should be cover under EPF and ESI Act and other statutory benefits.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer i.e. concerned Executive Engineer.

43. Variation in quantum of work:

The quantities given in the bill of quantifies are estimated quantities for works. During execution of work, quantity may vary as per site condition and as directed by the Engineer or his representative. The payment to the contractor will be made as per the actual work done.

TECHINICAL SPECIFICATION

1.0 These specifications establish and define the Material and constructional requirements for Civil and Structural works. Specification will be followed for the execution of work as per the latest BIS/ISI relevant to the item of work, materials supplied, testing, surveying, measurements and scope of work and workmanship.

2.0 Methods of Measurements are indicated in these specifications. Where not so specified, latest version of IS: 1200 shall be applicable.

3.0 Providing and operating necessary Measuring and Testing devices and Materials including all consumable are included in the scope of work. No separate Measurement or payment for testing the work shall be made but rates quoted for various items shall be deemed to include the cost of such tests which are required to ensure achievement of specific quality.

4.0 Wherever referred to in this Tender Document, only the latest revision which shall be in force till the completion of work of specifications, codes of practice and other publications of the Bureau of Indian Standards shall be applicable.

5.0 In case of conflict amongst the provisions of Schedule of Rates, Specifications and Drawings, all of them shall be read in conjunction with each other and clarification shall be obtained from the CE whose decision shall be final and binding.

6.0 MATERIALS:

6.1 INDIAN STANDARDS

All materials shall, as far as possible, be of Indian Origin and conform to the latest additions of the Indian Standards. Standard issued elsewhere may be used only if approved by the CE and for these materials only for which appropriate Indian standards do not exist.

6.2 STORAGE OF MATERIALS

All the materials used in the permanent works shall be properly stored to prevent deterioration or damage from any causes whatsoever to the entire satisfaction of the CE. Cost for shed for storing of materials and deployment of watchman, etc. will be borne by the Contractor and the same is deemed to be included in the offer. The Department is not responsible for the theft/loss of materials at site.

7.0 CONSTRUCTION SCHEDULE:

The contractor shall furnish a detailed construction schedule to complete the work within the stipulated period **06(six) months** as mentioned in the Special Conditions of Contract (SCC) of tender document.

8.0 TOOLS AND PLANTS:

The contractor shall deploy sufficient number of Tools, Plants, machinery etc. for timely completion of the work.

9.0 DRAWINGS:

All the working drawings shall be prepared by the contractor.

10. STANDARDS & METHODS OF MEASUREMENTS:

The work shall conform to latest edition of the Indian Standard specifications.

Any part of the work not covered by the Standards shall conform to the relevant Indian Standards. Where Indian Standards are not available, the foreign Standard such as British, American, German, etc. as accepted by CE shall be allowed.

11. LIKELY SOURCES OF AGGREGATES:

11.1 The source of fine aggregate is near **Cuttack** at a distance of about 100 Kms. from the work site and the materials can be brought by the road transport. Sand quality should conform to Zone-II as recommended in IS 383.

11.2 The Coarse aggregate can be obtained from the **Haridaspur** Quarry located at a distance of about 100 Kms. from the Port and is connected by road.

11.3 The Contractor shall check the sources, quality of material the availability, transportation etc. before tendering the work.

12. The contractor shall be responsible for the true and proper setting out of work in relation to original points, lines and levels of reference and providing with all necessary instruments, appliances and labour in connection therewith.

13. Steel, Cement and all other materials required for the work shall be supplied by the contractor at his own cost confirming to latest BIS Code.

14. OPC/PSC cement of (50 Kg. bag) of any brand approved by the Engineer-in-charge shall be used for the work.

15. **Testing of Materials & Port approved Laboratories.**

(a) The testing of the materials to the used in works shall be done in the following 5(Five) laboratories/institutions as per test requirement, as per standards as decided by the agency engaged by PPA for work supervision or by the Engineer. There should be no repetition of tests in the same laboratory. Other laboratories /institutions as found suitable also may be approved by Chief Engineer depending on the requirement.

i) Central Laboratory, Bhubaneswar, Sachivalaya Marg, Unit-IV, Bhubaneswar, Dist: Khurda.

ii) Central Laboratory, OMP Square, P.O.: Chauliaganj, Cuttack.

iii) College of Engineering & Technology, Civil Engineering Department, CET, Ghatikia, Kalinga Nagar, Bhubaneswar.

iv) Testing Laboratory, Directorate of Export Promotion & Marketing, Industrial Estate, Madhupatna, Cuttack.

v) IIT, Bhubaneswar.

(b) The acceptance or rejection and accordingly, the eligibility for payment of works executed will be dealt as per the provisions in the above standards. In case of any discrepancy or any issue in this regard, the same shall be decided by the supervising agency engaged by PPA or the Chief Engineer, PPA, which will be final and binding.

(c) Contractor has to undertake the following tests at any Port approved laboratory during the course of construction as approved by the Engineer. All the expenses for testing shall be borne by the contractor.

Control tests for materials:

Sl. No.	Type of material & test details	Relevant Indian standard	Frequency
(1)	(2)	(3)	(4)
1	Granite Chips	All tests as per relevant IS Code	As per requirement
2	Sand	All tests as per relevant IS Code	As per requirement
3	Cement	All tests as per relevant IS Code	As per requirement
4	Steel	All tests as per relevant IS Code	As per requirement
5	Brick	All tests as per relevant IS Code	As per requirement
6	Paver Blocks	All tests as per relevant IS Code	As per requirement
7	Moorum / Quarry Dust	All tests as per relevant IS Code	As per requirement
8	Concrete	All tests as per relevant IS Code	As per requirement
9	Design Mix	All tests as per relevant IS Code	As per requirement
10	Structural steel	All tests as per relevant IS Code	As per requirement
11	High Strength HDPE mono-filament yarn and UV stabilized Fabric Net	All tests as per relevant IS Code	As per requirement
12	Any other construction material	All tests as per relevant IS Code	As per requirement

Note: Contractor has to conduct the test in any Govt. laboratory as directed during the execution of work in presence of the Engineer. All the expenses for testing shall be borne by the contractor.

BILL OF QUANTITIES

1. GENERAL INSTRUCTION:

1.1 This Bill of Quantities must be read with the drawings, conditions of Contract and the Specifications and the contractor shall be deemed to have examined the Drawings, specifications, conditions of contract and to have acquainted himself with the detailed description of the works to be done and the way in which they are to be carried out.

1.2 Notwithstanding that the work has been sectionalized every part of it shall be deemed to be supplementary to and complementary to every other part and shall be read with it or into it so far as it may be practicable to do so.

1.3 The detailed description of work and materials given in the specifications are not necessarily repeated in the Bill of Quantities.

1.4 The quantities given in the Bill of Quantities are approximate only and are given to provide a common base for tendering. Payment will be made according to the actual quantities of work indicated on the drawings or ordered and carried out as measured by the representative of Chief Engineer and valued at the rates and prices quoted in the Bill of Quantities so long as the total cost of works does not vary from the contract price by + twenty five percent (25%). Any increase or decrease in the individual item shall not form the basis for alteration of the rates quoted and accepted.

2. RATES AND PRICES TO BE INCLUSIVE:

2.1 Rates and prices set against items are to be the full inclusive value of the finished work in accordance to the construction drawings and or described in the Specifications and condition of contract. The rates shall include all elements of costs and expenses, which may be required in and for completion of work as specified together with all costs and expenses in complying with all general risks, liability and obligations together with every contingent cost and charge whatsoever as set forth in the contract documents, including (but not by way of limitation) all plant, machinery and appliances labour and other dues, establishment charges including those from various statutory authorities, rents, taxes, insurance, testing charges of different materials, supervision and overhead charges, profits, incidental expenses if any and also include stoppage of work. The rates shall be inclusive of every kind of temporary work executed or used in connection with proper completion of permanent works (except those items in respect of which provision has been separately made in the Bill of Quantities) and all such works as necessary for proper completion and maintenance of the works.

2.2 The rates are intended to cover the supply of material including transport to site of works and the execution of all works necessary to complete the work. Should there be any details of construction materials which have not been referred to in the specifications or in the Bill of Quantities and drawings but the necessity for which may be reasonably be implied and inferred there from or which are usual or essential to the completion of the all works in all trades, the same shall be deemed to be included in the rates and prices named by the contractor in the Bill of Quantities. The rates and prices are to cover the item as described in the Bill of Quantities and if there is inconsistency between the Bill of Quantities, Specifications or Drawings, the description in the Bill of Quantities shall prevail.

2.3 Each individual item in the Bill of Quantities is to be priced. If any items are not priced, it is to be indicated under which item or items the value of the work has been included. Items, the Prices of which are the same shall not be bracketed. If the contractor omits to price an item, the cost of the work of such item will be held to be spread over and included in the prices given for other items. He shall not mark items "included" when the rate is asked for.

3. SUBSTITUTION:

If substitution found necessary at the time of execution for some items of work submitted by the Contractor and agreed to by the Chief Engineer, the specifications for the materials used, if not covered under the other items shall be as specified by the Chief Engineer and the mode of measurement shall also be desired by the Chief Engineer.

OTHER IMPORTANT INFORMATIONS:

1. The bill of quantities shall be read in conjunction with the tender documents including Notice Inviting Tender, Information to the Bidders for e-procurement, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings, etc.
2. Descriptions given in the items are not exhaustive and the contractor's rate should be inclusive for finished item of work and completed in all respect as per the item of work and also its specification.
3. The contractor shall have to pay a sum of **Rs.500.00 (Rupees five hundred)** towards the cost of a certified copy of agreement.
4. All the quantities mentioned in the schedule are combined for all works unless otherwise specified.
5. The tender is valid for **SIX months**. However, the tenderers may specify their validity not less than six months from the date of opening of tender.
6. The contractor should at all times, during execution of work, keep Paradip Port Authority indemnified against all loses/expenses etc. on account of compensation payable to the contractors workers, cost of any law suit etc. and the contractor shall have to bear all such expenses.
7. The contractor shall at his own cost provide all materials required for the work. All materials to be provided by the contractor shall be conformity with the specification laid down in the contract and the contractor shall if required furnish the proof regarding the specification at his own cost to the Engineer-in-charge.
8. The contractor shall have to use own equipment for the execution of the work.
9. **No mobilization & demobilization charges for any plant/machineries is payable under this contract.**

APPENDICES

TABLE OF CONTENTS

APPENDIX	TITLE	PAGE No.
I	PROFORMA OF AGREEMENT	70-71
II	(a) FORM OF BANK GUARANTEE	72
	(b) DETAILED INFORMATION ABOUT BANK GUARANTEE	73
III	FORM FOR PRELIMINARY CERTIFICATE OF COMPLETION	74
IV	FORM FOR FINAL COMPLETION.	75
V	FORM FOR REFUND OF EMD/EASD	76
VI	FORM FOR REFUND OF SD AND ISD	77
VII	SCHEDULE OF PORT AUTHORITY RECOVERY RATES	78
VIII	INTEGRITY PACT	79-81
IX	SPECIAL TERMS & CONDITIONS OF TENDERERS **(PREFERENCE TO MAKE IN INDIA)**	82-89
X	FORMAT FOR DECLARATION REGARDING DEBARMENT	90
XI	FORMAT FOR TDS DEDUCTION	90

APPENDIX-I

NOTES: The Appendix forms part of the Tender. Tenderers are required to be fill up all the blank spaces in this Tender Form and Appendix.

PROFORMA OF AGREEMENT

Gentlemen,

THIS AGREEMENT made this …… day of …..... two thousand twenty-two BETWEEN the Board of Paradip Port Authority for the Port of Paradip, a statutory body constituted under Major Port Authorities Act, 2021 under the rules there under and statutory modification thereto having Registered office at Paradip Port Authority, Paradip, Jagatsinghpur – 754142 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and .... (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) to the other part.

WHEREAS the Board is desirous of executing the work "…… ……..……..." at _____ and WHEREAS the Contractor ..... has offered to execute, complete and maintain such work in perfect condition till handing over to the Board and whereas the Board has accepted the tender of the contractor for an amount of Rs..... (Rupees ....) only for execution/supply/maintenance and WHEREAS the Contractor has agreed to take up the above work in accordance with the conditions of contract and to the entire satisfaction of the Board of Paradip Port Authority.

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 General Conditions of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:-

i) The e-Tender Call Notice.

ii) The Drawing (if any).

iii) Bill of Quantities.

iv) General Conditions of Contract, Special Conditions of Contract, Technical Specification and Tender Conditions as uploaded by the Bidder.

v) Letter of Acceptance and Letter of Intent.

vi) Work Order.

vii) Any other letter(s) exchanged between Contractor and Paradip Port Authority in connection with the relevant tender till issuance of work order.

3. The Contractor hereby covenant with the Board of Paradip Port Authority to execute, complete and maintain the Work till handing over to the Board in conformity in all respects with the provisions of Contract.

4. The Board of Paradip Port Authority hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works, the Contract Prices at the times and in the manner prescribed in the Contract.

IN WITNESS whereof the parties hereunto have caused their respective common seals to be hereunto as fixed (or have set their respective hands and seals) the day and year first above written.

Have executed these presents on the day and year first above written.

CHIEF ENGINEER,
PARADIP PORT AUTHORITY.
For & on behalf of the Board of PPA.

Signature of the Contractor

Witness: 1)

2)

Sl. No.	Particulars	Beneficiary Details
01	PAN	AALP0055A
02	Name	Paradip Port Authority
03	Date of Incorporation/Birth	01.06.1965
04	e-Mail ID	facao@paradipport.gov.in
05	Contract No.	9937979753
06	Legal Constitution	Local Authority
07	Registered Office Address	Paradip, Dist: Jagatsinghpur, Odisha.
08	Registered Office Address Pin Code	754 142
09	Communication Address	Paradip, Dist: Jagatsinghpur, Odisha.
10	Communication Address Pin Code	754 142
11	Business Unit Code	
12	Contract Reference No.	
13	Vendor Code	
14	ePortal ID (GeM ID)	

BANK GUARANTEE FORMAT FOR _____

To

Paradip Port Authority.
IFSC : ICIC0000776,
Branch: Paradip.

Ref : Name of the Work : _____
T.C.N No._____ date: _____

WHEREAS _____ (herein after called "the Bidder") has/have submitted his/their bid dated _____ for _____ (herein after called "the Bid").

KNOWN ALL MEN by these presents that we _____ _____ of _____ having our registered office at _____ (hereinafter called "the Bank") are bound onto Paradip Port Authority (hereinafter called Paradip Port Authority) in the sum of Rs._____ (Rupees _____) only, for which payment will and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns, by these presents. Sealed with the Common Seal of the Bank this _____ day of _____20_____.

THE CONDITIONS under which the e-BG shall be forfeited are as under :

1. If the documents submitted by a bidder proves to be fake at any point of time during execution of work.
2. If the Bidder adopts corrupt or fraudulent practices and try to influence the Department during tender processing.
3. In case of a successful Bidder, if the Bidder fails to Sign the Agreement or to deposit the ISD within the specified time limit.

We undertake to pay to Paradip Port Authority the above amount, according to and upon receipt of their first written demand, without Paradip Port Authority having to substantiate their demand, provided that in their demand Paradip Port Authority will note that the amount claimed by them is due to them owing to the occurrence of any one or all of the above stated conditions, specifying the occurred condition or conditions.

This Bank Guarantee shall be payable on submission of a request letter for revocation at _____ Branch with Code No. _____ at Paradip in case there is a Branch at Paradip and in case there is no Branch at Paradip, then at a Branch nearest to Paradip strictly following the guidelines issued by RBI from time to time. (The detailed Postal Address of the Branch of the Bank where the e-BG can be encashed is to be mentioned).

THIS GUARANTEE will remain in force upto and including Dt._____ and any demand in respect thereof should reach the Bank not later than such date.

The above reference (TCN No.) must be used for all correspondences on this Electronic Bank Guarantee (e-BG).

(Name of the Bank)

By _____
Title
Authorised Representative

(Signature of Witness)
Name & Address of witness:

DETAILED INFORMATION ABOUT BANK GUARANTEE

a) The Bank Guarantee (e-BG) must be issued by a scheduled Bank. If the issuing Bank has a branch at Paradip, then it has to ensure that the e-BG can be encashed at Paradip only. In case the issuing Bank does not have a Branch at Paradip, it has to ensure that the e-BG can be encashed at the nearest possible branch of the bank to Paradip. The issuing Branch of the bank must ensure that the e-BG is encashed immediately on invocation without any delay and demur. In encashing the e-BG the bank must strictly adhere to the RBI Guidelines issued from time to time. The issuing Branch of the bank must clearly mention the complete address of the Branch where the e-BG can be encashed when required.

b) The original e-BG should be sent by the issuing Branch of the bank to the beneficiary directly under Registered Post/Speed Post/Courier cover with Acknowledgement. In exceptional cases only, where the e-BG is handed over to the customer for any genuine reasons, the issuing Branch of the bank should immediately send an unstamped duplicate copy of the e-BG by Registered Post/Speed Post/Courier to the beneficiary with a covering letter requesting the beneficiary to compare the original e-BG received from the customer and conform that it is in order.

c) One officer should be specially designated by respective department with the responsibility for verification timely renewal and timely encashment of e-B.Gs.

d) In this regard, the revised e-BG format is enclosed and the same is to be made as a part of the Tender Document being issued henceforth. Also, in the case of tenders already floated where the leftover time for submission of offer is 7 days or more, necessary corrigendum may be issued to incorporate the new e-BG format. In all other cases the existing practice is to be followed.

Further, if any deviation in the e-BG submitted by the participant is noticed when compared to the format made available in the tender, the offer is not to be considered.

APPENDIX –III

FORM FOR PRELIMINARY CERTIFICATE OF COMPLETION

TO

M/s._____

_____

_____

PRELIMINARY CERTIFICATE OF COMPLETION

Dear Sirs,

This is to certify that the following work :

Name of works :

Allocation:

Contract No.

Resolution.:

And. :

Meeting No.:

Which was carried out by you, is in the opinion of Engineer is complete in every respect on the _____ in connection with the terms of the contract and you are to maintain the work in connection with the terms of the contract and you are to maintain the work in accordance with the Conditions of contract for a period of _____ months _____ from the _____ 20_____ To _____ 20 _____.

Yours faithfully,

CHIEF ENGINEER,

PARADIP PORT AUTHORITY

APPENDIX –IV

FORM FOR FINAL COMPLETION

TO

M/s._____
_____
_____

CERTIFICATE OF FINAL COMPLETION

Dear Sirs,

This is to certify that the following work VIZ.

Name of works :

Contract No.

Resolution.:

Which was carried out by M/s _____
is now complete in every respect in accordance with the terms of the contract and that all the obligations under the contract have been duly fulfilled by the Contractor.

Yours faithfully,

CHIEF ENGINEER,

PARADIP PORT AUTHORITY

APPENDIX –V

FORM FOR REFUND OF EMD/EASD

1. Name of the Contractor :

2. Name of the work :

3. Bank Acknowledgement with other details. :

4. Reasons for the refund :

Amount of the EMD/EASD :

Passed for Rs.

Executive Engineer,
Harbour Works Division No.II,
Paradip Port Authority.

Received Rs.

(Rupees). only

Signature of the Contractor
With full Address
(Affix a revenue stamp)

APPENDIX –VI

BILL FOR REFUND OF SD/ ISD

1.	Name of work	:
2.	Name of the Contractor	:
3.	Date of Commencement	:
4.	Date of Completion	:
5.	Was the work completed in time? If not, whether the compensation recoverable was under the contract has been waived or recovered already may please be indicated.	:
6.	If the work done satisfactorily?	
7.	Agreement No. and Date.	
8.	Payment Vr. in which recoveries now proposed to be refunded were made.	:
9.	Amount to be refunded.	:
10.	Indicate, if the final bill was paid if so quote Vr. No.	:
11.	Was any defect found during maintenance ?	:
12.	State whether	:
13.	Remarks, if any.	:

M.B. No.

In

Page No.

Certified that no dues are outstanding against the Contractor for recovery.
Passed for Rs…… only.

Asst. Executive Engineer (C)/
Executive Engineer.

Passed for Rs. …….. (Rupees ……
……) only.

Executive Engineer,
Harbour Works Division No.II,
Paradip Port Authority.

Receipt Rs……. (Rupees ……..
……) only.

Signature of the Contractor.

APPENDIX –VII

SCHEDULE OF PORT AUTHORITY RECOVERY RATES

NAME OF MATERIALS	RECOVERY RATE
1. Water	(a) On metering basis- Rate will be as per prevailing rate and as per rate fixed by PPA from time to time. (b) Ferrule Connection: Rate will be as per prevailing rate on monthly basis and as per rate fixed by PPA from time to time.
2. Power (Electricity)	Rate/ Unit will be as per prevailing rate and as per charges fixed by PPA from time to time.
3. GST	GST would be applicable @ 18% for works contract and will be paid extra.
4. Income Tax	Income Tax would be applicable as per prevailing rate from time to time.
5.Cess(As per As per the provisions of building & other construction workers (Regulation of employment & conditions of service) Act, 1996)	@ 1% of the executed amount.

NB: The rates are subject to change from time to time as approved by Paradip Port or the appropriate Authority.

INTEGRITY PACT

Between

(Name of the Authority) hereinafter referred to as "The Principal"

And

(Name of the bidders and consortium members) ....hereinafter referred to as "The Bidder/Contractor"

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. **.....** .... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government/PSU transactions and as a part of vigilance administration and superintendence. CVC has, through its Office Orders No. 41/12/07 dated 04.12.07 and 43/12/07 dated 28.12.07 and Circulars No. 18/05/08 dated 19.05.08 and 24.08.08 dated 05.08.2008, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations In pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. It commits itself to observe the following principles during the contract execution.

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the execution of the contract.

b. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from or exclusion from future Contracts

If the Bidder, before award of contract has committed a transgression through a violation of Section 2 or in any other form such as to put its reliability as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put its reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The

severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that it has restored/recouped the Damage caused by it and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

a. A transgression is considered to have occurred if in the light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

2. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression has occurred in the last 3 years with any other Company in any country or with any other Public Sector Enterprise in India that could justify its exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder/ Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal shall appoint competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information & documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among

the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration This Pact begins when both parties have signed it. It expires 12 months after the last payment under the Concession Agreement. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal.

2. Changes and supplements as well as termination notices need to be made in writing before they become effective and binding on both the parties.

3. If the Bidder/Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

For the Principal — For the Bidder/Contractor

Place.

Witness 1 : ..... Witness 2 : .....

Date .:.....

SPECIAL TERMS & CONDITIONS OF TENDERERS
(PREFERENCE TO MAKE IN INDIA)

Make in India & sharing land border with India conditions:

INTIMATION TO TENDERERS:

i) Format of certificate for Local content declaration & Self declaration under Rule 153(iii) of the General Financial Rules (GFR's) 2017.

ii) Format of certificate for tenders for works under Rule 144(xi) in the General Financial Rules (GFRs) 2017.

iii) Accordingly 06 nos. of Annexures are attached.

Bidders-Eligibility and Preferential Policies

A. Provisions of Public Procurement (Preference to Make in India) OM No. Order OM No.P-45021/2/2017-PP(BE- II) dated.16.09.2020.

i. The Provisions contained in Public Procurement (Preference to Make in India) Order2017 as amended by OM No.P-45021/2/2017-PP(BE-I1), dtd.16.09.2020 further as amended from time to time if any, shall be applicable to this tender.

ii. The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.

iii. The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.

iv. Procurements where the estimate value is less than Rs.5.00 lakhs shall be exempted from this order.

v. Verification of local content:

a. For procurement value upto Rs.10.00 crores: The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide Self-Certification (as per the format enclosed) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. For procurement value above Rs.10.00 crores: The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

vi. **Purchase preference:**

a) Subject to the provisions of this order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to Class-I local supplier in procurements undertaken by procuring entities in the manner specified here under.

b) In the procurements of goods or works which are covered by Para-3(b) above and which are divisible in nature, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure.

i) Among all qualified bids, the lowest bid will be termed as L1 if L1 is Class-I local supplier, the contract for full quantity will be awarded to L1.

ii) If L1 bid is not a Class-I local supplier 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin for purchase preference, and contract for that quantity shall be awarded to

such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on class-I local suppliers, then such balance quantity may also be ordered on the L1bidder.

c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the lass-I local supplier shall get purchase preference over class-II local supplier as well as Non-local supplier as per following procedure.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.

ii. If L1 is not Class-I local supplier the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to Class-I local supplier's quoted price failing within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

iii. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.

B. Restrictions under Rule 144 (xi) of General Financial Rules 2017 (order Public Procurement No.1) of DOE, Public Procurement Division, No.F.No.6/18/2019-PPD) dated 23.07.2020) and amendments / clarifications issued subsequently by DOE.

The provisions contained in Order (Public Procurement No.1 of DOE, Public Procurement Division No.F.No.6/18/2019PPD) dated:23.07.20 and as amended/clarified from time to time shall be applicable to this tender.

i) Any bidder from a country which shares a land border with India will be eligible to bid against the tender only if the bidder is registered with the Competent Authority specified in Annexure-II of Order (Public Procurement No.1) dated.23.07.2020.

ii) "Bidder"(including the term tenderer,' consultant 'or' service provider 'in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person falling in any of the descriptions of bidders stated herein before including any agency branch or office controlled by such person, participating in procurement process.

iii) "Bidder from a country which shares a land border with India" for the purpose of this order means:

a. An entity incorporated, established or registered in such country :or

b. A subsidiary of an entity incorporated, established or registered in such a country :or

c. An entity substantially controlled through entities incorporated, established or registered in such a country :or

d. An entity whose beneficial owner is situated in such a country :or

e. An Indian (or other) agent of such an entity :or

f. A natural person who is Citizen of such a country :or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

iv) The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:-

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their share holding or management rights or share holder's agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

vi. [To be inserted intenders for works contracts, including turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Annexure-I

Model Certificate for Tenders (for transitional cases as stated in Para-3 of this order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Authorized signatory
(Name of the Firm entity)

Annexure-II

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a Country which shares a land border with India; I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Authorized signatory
(Name of the Firm entity).

Annexure-III

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a Country, has been registered with the Competent Authority and will not sub-Contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Authorized signatory
(Name of the Firm entity).

Annexure-IV

Model Certificate for GeM:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Authorized signatory
(Name of the Firm entity).

Annexure-V

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide LetterNo.P-45021/2/2017-PP(BE-II),(revised) Dated.16.9.2020)

(TO BE PROVIDED ON BIDDERS COMPANY/FIRM LETTER HEAD)

I, _____ (Name of the Person(s), S/o._____ at _____(Address),

Working as _____ (Designation and name of the firm/Company/partnership/Joint venture), and I have been authorized to sign the Declaration/Self-Certification on behalf of firm /Company/partnership/Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No.P-45021/2/2017-PP(BE-II) (revised)Dated.l6.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP(BE-II), (revised), Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

i. Name and details of the Domestic manufacture
ii. Date on which this certificate is issued.
iii. Product for which the certificate is produced
iv. **Percentage of local content =** _____% (_____ percentage)

Signed by me at _____on _____

Authorized signatory
(Name of the Firm entity).

Annexure-VI

Tenderers shall submit Declaration as per Annexure VIII in their technical bid.

Format of Certificate for Tenders for Goods/Services/ Works under Rule144(xi) in the General Financial Rules (GFRs),2017

To

(Name and address of Tender Inviting Authority)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

Dear Sir.

Ref: Your Tender No._____ dated _____

I/We the undersigned, _____ (full name), do hereby declare, in my capacity as _____of M/s._____(name of bidder entity), that:

1. I have read the Orders (Public Procurement No.1, 2 & 3) dtd. 23rd July 2020 & 24th July, 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.
2. I/we certify that M/s._____ (name of bidder entity).
   a. **is not from such a country,** I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. OR,
   b. **is from such a country** (strikeout whichever is not applicable) and has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached).
3. I / We the Bidder agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource any work and / or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I /we hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered and I/We submit the proof of registration herewith

   [Wherever applicable, evidence of valid registration by the Competent Authority shall be attached]
4. I understand that the submission of incorrect data and / or if certificate / declaration

given by M/s._____(name of bidder/entity) found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFR's), 2017.

5. This declaration cum undertaking is executed by us through our Authorized Signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1, 2, 3) dated 23rd and 24thJuly 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order which shall have the same meaning for the purpose of this declaration cum undertaking.

Executed at _____ on this the_____ day of _____.

By Authorised Signatory

(Signature and Name)
Seal of the Bidder

* Note: Where applicable, evidence of valid registration by competent Authority shall be attached.

APPENDIX-X

UNDERTAKING

I/We undertake and declare that I/we am/are not having disputes / blacklisting /debarred/ ban of business with any government/Quasi Govt./Public Sector undertaking in India/any Port Authority. I/We am/are not blacklisted by any Central /State Government (incl. its department/agency), PSUs/Port Authority or was not declared ineligible by the Government of India/State/PSUs/Port Authority for corrupt and fraudulent practices.

Authorized signatory
(Name of the Firm entity with full Address and Seal).

Appendix-XI

TO WHOM IT MAY CONCERN

We have verified the TDS Certificate (26AS) during the FY(s) ……., work allotment letter and other related documents by (Name of the firm/agency)……. having its registered office at (Office address) …… and certified that TDS deducted during FY(s) …… is in respect of the work "(Name of the works) ……." as per the details below.

Year	Gross Value	TDS Amount
Total:		

Chartered Accountant

Sign and Seal with UDIN No.