

GENERAL INDEX

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PART-I

SPECIAL INSTRUCTIONS TO TENDERER FOR PROPER SUBMISSION OF TENDER

1. Tender Forms are not transferable.
- 2(i) The rates quoted by the tenderer shall hold good and be firm at least for 6 months (six months) from the date of opening of the tender and during the currency of the work.
- (ii) Any corrections to rates / prices shall be supported by the tenderer's signature therein against such corrections. In case the rate quoted in figures and words are not identical, the lower of the two rates entered in figures or words shall be deemed as the price quoted for the item in question.
- (iii) In respect of any doubts, obscurity or clarifications of tender documents/clause therein, the tenderer must obtain required clarifications/information from the Chief Mechanical Engineer before submission of his tender. Further technical clauses laid down in this contract shall prevail over General conditions of the contract of any doubts, obscurity, etc.
3. In the event of the tender being submitted by a partnership firm , it must be signed separately by each constituent there of or in the event of the absence of any partner , it must be signed on his behalf by a person holding a power of Attorney, which authorises him to do so.
4. Tenderer may please note that the tender documents alongwith drawing copies are issued in the form of CD. Tenderers are requested to take printout of the tender document from CD and submit offer in two cover system in the following manner: -

I. ENCLOSURES IN COVER-I.

The tender shall have the following accompaniments enclosed in Cover-I.

[i] Covering letter of the tenderer on his own letter head giving full details of alterations conditions/counter condition etc if any on which he has based his tender.

[ii] One set of original tender document [excluding schedule of rate] for execution of the respective job issued by the Port duly filled in all the blank spaces and initialling on each page with rubber stamp.

[iii] Financial Solvency Certificate from a nationalized bank of India specifically indicating the amount of solvency which should not be less than the value of the works quoted by the contractor.

[iv] Earnest Money Deposit (EMD) of amount mentioned in the tender notice.

[v] Cash receipt/ DD towards the cost of tender set.

[vi] Latest Income Tax Clearance Certificate.

[vii] List of major/important clients for whom similar work has been done, specifically indicating value of order, completion time etc.

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[viii]Any deviations to the conditions in the tender document.

All the above shall be put in the first cover which shall be properly sealed and superscribed with the **Name of the Job, Job No. and Cover-I** and bear, on the bottom left corner of the cover the name of the tenderer with his official rubber stamp.

The tenderer shall specifically ensure that the Schedules of Rates for execution of the job is not in this cover no. I.

II. **ENCLOSURES IN COVER-II.**

The schedule of Rates for Execution shall be put in the second cover which shall also be similarly sealed and superscribed with the **Name of the Job, Job No. and Cover-II** and bear, on the bottom left corner of the cover the name of the tenderer with his official rubber stamp.

No other accompaniments shall be enclosed in COVER NO.II.

Tender offers received without proper sealing are liable to be rejected.

5. Both the sealed covers as above shall be simultaneously submitted in the XEN(G) Section of Mechanical Dept. on the 2nd floor, 'A' wing in the Main Administrative Office Bldg., Mormugao Port Trust, Headland Sada, 403 804. so as to reach **not later than 15:00 hrs. on 12/06/2012.**

Contact Person: Shri L.S. RAO, Executive Engineer (G)
Contact No : - 0832-2594215

OR

Contact Person: Shri KISHOR DESAI, Asst. Executive Engineer (M)
Contact No :- 0832-2594221

6. No counter conditions /deviations are acceptable vis-à-vis tender conditions. Tenders with such counter conditions /deviations are liable for rejection out right.
- 7.i) Cover marked no. (1) stipulated by the tenderer will be opened on **12/06/2012 at 15:30 hrs.** in the presence of the tenderers or their authorized representative who are present at the time of opening of Cover no.1. Tenderer's authorized representative shall be present / available to clarify any points /doubts in his offer and withdraw any counter conditions / deviations, any other such conditions which are found to be counter to the tender conditions and not acceptable to Port, on the spot in writing on the tenderers letter head, failing which his tender/ offer is liable to be summarily rejected.
- ii) Cover no. (2) Containing price/rates will be opened on the same day of opening of Cover no.1, if there are no counter conditions or no further clarifications from tenderer are found necessary. Otherwise date of opening will be informed to tenderers separately in writing.

SPECIAL INSTRUCTIONS/CONDITIONS TO BE FOLLOWED BY TENDERER

1. Tenderer in his own interest should carefully examine the tender and it must be filled in with complete details in the proformas, Annexures, etc. along with documentary evidence as may be required and called therein. Tenders without furnishing relevant particulars, details, unfilled proformas, non-complying of instructions, etc. will be rejected.
2. Tenders with incomplete details/ information will be rejected outright. There will be no exchange of correspondence with tenderer to comply/ meet requirements of tender subsequent to opening of tender. The tender will be accepted/ rejected based on the details submitted by tenderer.
3. Tenderers quoting for more than one job should enclose all the relevant enclosures, documents, etc., in respect of first tender and for subsequent jobs, same enclosures need not be submitted, but should give reference of Job No. wherein such documents are enclosed. This will be applicable provided that particular tender is submitted in time. Copies of order to MPT jobs need not be enclosed but only reference should be indicated.
4. **Please note that the method/sequence, description etc. mentioned in the tender is only illustrative and not exhaustive and is indicated for Tenderer's guidance only. Tenderer is free to follow his own method of repair to suit our requirements, if the same is considered superior to that of ours by us. The method/sequence may vary slightly during the course of actual execution of work at site as the situation demands and the tenderer shall carryout the required works accordingly.**
5. Inspection of site conditions/machines where the tendered work is to be executed can be arranged during office working hours with prior intimation. It is suggested that all the enlisted works are properly understood by the contractor by visiting the site to know the extent of the work involved therein before submission of his rates/prices.
6. In the event of departmental works being carried out by the Port coming in the way of contractors work at site or clash with his works, the instruction of the Engineer or his authorised representative will be final and binding and the contractor will accordingly adjust and carryout his works.
7. **The contractor has to maintain a separate register for each job to record the date wise utilization/ consumption of materials (section of steel, water, welding electrodes, oxygen and acetylene gas, etc.), spares, tools & tackles, etc. which are also brought in & taken out on daily basis. Every entry should be endorsed by contractor & countersigned by the Port site Engineer after verification. Bills not accompanied by the register duly completed in all respects are liable to be rejected.**

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8. The contractor shall submit a certificate duly signed by concerned official in the proforma enclosed with the technical schedule, for having inspected the tendered subject work to acquaint and assess the extent and scope of work involved as per tender. The offer for subject work is liable for rejection outright without production of such a certificate.

9. The contractor is required to give declaration about names of their relatives if any employed in the Port Trust.

10. Contractor's welder has to be tested for his skill and quality of workmanship by Registrar of Shipping for all the welding Jobs to be executed. Only the welder approved by IRS or any other certifying agency will be allowed to carryout the welding jobs specified in the tenders. Contractor shall furnish the list of IRS certified welders alongwith Xerox copies of their certificates in cover-I of the tender as a prequalification for the execution of the works.

11. The contractor is required to furnish a list of works in hand at the time of submitting the tender containing details such as:

(a) Name of work, (b) Location, (c) Value of work order/s, (d) Present status etc.

12. The ordered quantities are also liable to be reduced/ increased/ dropped from execution depending on the site requirement and at sole discretion of Engineer.

13. The mobilization and completion period indicated in the tender is inclusive of Sundays and any other Port Holidays.

14. The contractor shall be allowed to work in the Plant premises between 0730 hrs. to 2000 hrs. for timely completion of the work.

15. The materials/ spares which may require replacement should be replaced only after due permission of the Port Engineer.

16. Contractor has to collect the items under Port supply either from MOHP site stores or from MM Dept. at Baina.

17. Contractor is required to render a certificate about the persons employed by him so that he undertakes the complete responsibility on their activities when present in Port area. The contractor should also submit details of employees to verify their antecedents from police/local authorities for security reasons.

18 (a) The contractor should verify the antecedents of their workers / labourers and obtain police verification before submitting application for their entry permits in the Port area.

(b) All the temporary Entry permits will be issued after verification of photo Identity and signature on election I/cards, driving License on chargeable basis.

(c) Entry passes on expiry of validity shall be surrendered to the Issuing Authority. Failure to return expired passes would result in withdrawal of the right to future entry passes.

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- (d) Vehicles only with valid pass will be allowed inside the Port area and parking of vehicles will be permitted at designated places only.
- (e) Entry permits shall be valid only for the work contract period.
- (f) The Port user/contractor will be liable to compensate the Port for any misuse of the entry permit viz. damage/loss of Port property.
- (g) HEP shall be issued to the representative of foreign agents through their local agents who make a request enclosing with a copy of passport and immigration clearance.
- (h) It is obligatory that HEP holder should also carry his valid government ID in case the antecedent verification is pending with the police department.

FEE STRUCTURE FOR DIFFERENT KINDS OF HEP

	TYPE OF HEP	RATE PER PASS (IN RS.)
	TEMPORARY	
A	Daily Person Vehicles	@ 10/- @ 15/-
	Weekly Person Vehicles	@ 70/- @ 105/-
	Monthly Person Vehicles	@ 250/- @ 350/-
	Commercial vehicles (Daily)	@ 34/-

- (a) The contractor should verify the antecedents of their workers / labourers and obtain police verification before submitting application for their entry permits in the Port area.
- (b) All the temporary Harbour Entry permits will be issued after verification of photo Identity and signature on election I/cards, driving License, PAN CARD.
- (c) Entry passes on expiry of validity shall be surrendered to the Issuing Authority. Failure to return expired passes would result in withdrawal of the right to future entry passes.
- (d) Vehicles only with valid pass will be allowed inside the Port area and parking of vehicles will be permitted at designated places only.
- (e) Entry permits shall be valid only for the work contract period.

PART-II

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PART-II

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1.0 Definitions :

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) "Approved" means approval in writing including subsequent written confirmation of previous verbal approval in writing including as aforesaid.
- (b) "Board" means the Board of Trustees of the Port of Mormugao a body corporate under the major Port Trust Act, 1963. For the purpose of the Contract the term "Board" also includes the Chairman, the Chief Mechanical Engineer and Chief Engineer as defined hereunder.
- (c) "Chairman" means the Chairman of the Board of Trustees of Mormugao Port Trust.
- (d) "Chief Mechanical Engineer" means Chief Mechanical Engineer of the Mormugao Port Trust.
- (e) "Chief Engineer" means Chief Engineer of Mormugao Port Trust
- (f) "Contractor" means the person or persons, firm or company whose Tender has been accepted by the Board and includes the Contractor's personal representatives, successors and permitted assigns.
- (g) "Contract" means the general conditions, special conditions, technical specifications, schedules, Tender, Contract agreement and Contract drawings.
- (h) "Contract price" means the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- (i) "Constructional plant" means all appliances or things of whatsoever nature required in or about the execution completions 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) "Drawings" means the drawings referred to in the specification and any modification of such drawings and such other drawings as may from time to time be furnished by the Engineer.
- (k) "Engineer" means Chief Mechanical Engineer or Chief Engineer of the Mormugao Port Trust.
- (l) "Engineer's Representative" means any resident Engineer or Assistant of the Engineer or any clerk of work appointed from time to time by the Engineer to

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perform the duties set forth in Clause 2 hereof whose authority shall be notified in writing to the Contractor by the Engineer.

- (m) "FA&CAO" means the Financial Advisor and Chief Accounts Officer of the Port.
- (n) "Month" means month according to Gregorian calendar.
- (o) "Others" means any person or firm or corporation employed by or having a Contract directly or indirectly with the Board otherwise than through the Contractor.
- (p) "Plant" means all appliances or things of whatsoever nature required in or about the execution, completion or guarantee of the work or temporary work as (hereinafter defined) but does not include materials or other things intended in the form or forming part of the permanent work.
- (q) "Sub-Contractor" means any person, firm or corporation having a contract for the execution of a part or parts of the work included in the contract and a person, firm or corporation furnishing material called for in the Contract and worked to a special design according to the specifications.
- (r) "Schedule Bank" means a bank included in the second schedule of the Reserve Bank of India Act, 1934.
- (s) "Site" means the land and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Board 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.
- (t) "Temporary works" means all temporary work of every kind required in or about the execution and completion of Guarantee (if any) of the work.
- (u) "Works" means the works to be executed in with the Contract.
- (v) "Port" means Mormugao Port Trust, an authority formed under major Port Trust Act, 1963.

1.1 (a) Singular & Plural: Words imparting the singular only also include the plural and vice versa where the context requires.

(b) Marginal Headings or Notes: The marginal headings or notes in these General Conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

2. **DISQUALIFICATION OF TENDER FOR MALPRACTICES:** -

If the tender approaches a Trustees or any officer of the Port directly or indirectly with a view to exercising influence on him for securing the contract, his tender is liable to be rejected summarily without assigning any reasons and tenderer may even be forbidden from future tendering with Mormugao Port Trust through appropriate action.

3. **SUB-LETTING**

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(a) The Contractor shall not Sub-let the whole of the works except where otherwise provided by the Contract. The Contractor shall not Sub-let any part of the work 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 acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents servants or workmen, provided always that the provision of labour on a piecework basis shall not be deemed to be a Sub-letting under this Clause.

(b) The Contractor shall at all time of signing the Contract, notify the Engineer in writing of the names of Sub-Contractors proposed for the principal parts of the works and for such others as the Engineer may direct and shall not employ any of whom the Engineer may reasonably object.

(c) In view of his responsibility for the acts and omission of his Sub-Contractors, the Contractor shall not be obliged to employ as a Sub-Contractor any person or firm to whom he reasonably objects.

(d) Nothing contained in the Contract documents shall create any contractual relation between any Sub-Contractor and the Board.

4. **TRANSPORTATION:**

Transport arrangements for transportation of contractor's labour, materials, consumables, etc. required for execution of contract work will not be provided by the Port and Port will not take any responsibility towards the same. Same shall be arranged by the Tenderer.

5. **BOARD'S /CONTRACTORS OBLIGATION:**

The conditions of contract, specification form of Tender, tender together with the acceptance there of with such modification have been mutually agreed upon in writing shall govern the rights and obligations of the contractor and the Board.

6.(a) **SUFFICIENCY OF TENDER:**

The contractor shall inspect the site of work to acquaint himself with the nature and location of the work, all the general and local conditions and be satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of his prices stated in the tender to cover all his obligation under the contract.

(b) **Adverse Physical & Artificial Obstructions :**

If however during the execution of the work at site the Contractor shall encounter physical conditions or artificial obstructions which conditions or obstructions could not have been reasonably foreseen by an experienced Contractor, the Contractor shall forthwith give written notice thereof to the Engineer's representative and if in the opinion of the Engineer such conditions or artificial obstructions could not have been reasonably foreseen by an experienced Contractor then the Engineer shall certify and the Board shall pay the additional expense to which the Contractor shall have been put by reason of such conditions including the proper and reasonable expenses.

(i) of complying with any instructions which the Engineer may issue to the Contractor in connection therewith and,

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- (ii) of any proper reasonable measures approved by which the Contractor may take, in the absence of instructions from the Engineer as a result of such obstructions being encountered.

7.0 WORK TO THE SATISFACTION OF ENGINEER:

7.1 Save in so far as it is legally or physically the Contractor shall execute, complete and guarantee the work in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the work. The Contractor shall take instructions and directions only from the Engineer or from the Engineer's representative.

7.2 The decision of the Engineer in all matters concerning the contract will be binding on the contractor.

8.0 DAMAGE/ INJURY TO PERSON & PROPERTY

8.1 The contractor shall indemnify the board against any damage caused to the property of the Board due to failure on the part of the contractor or his agent and should take necessary measures to execute the work in time.

8.2 It shall also be the responsibility of the contractor to ensure that no damage or injury is caused to any person or property of the Port or any labour that may be engaged by him due to his failure to take necessary precaution for execution of the contract.

8.3 It shall also be the responsibility of the contractor to indemnify the Port for any injury caused to Port personnel due to failure or neglect on the part of the Tenderer or his agents during the course of the work.

9. VARIATION OF PRICE :

Contract price not subject to variation :

Save as specifically provided elsewhere in the conditions of Contract, the price shall not be adjusted in respect of any increase or decrease of cost to the Contractor in carrying out the work by reason of alteration in the rates of wages and allowances payable to labour or change in the conditions of employment thereof or change in the cost of materials (whether for the permanent or temporary work) stores fuel and power or variations in the rates of freight and insurance or in the incidence of rates of landing charges or operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature subsequent to the date of Tender.

10. TAXATION

10.1 TAXATION:

If required by the authorities concerned, the Board shall deduct such amounts as may be directed by the said authorities towards income tax and any other taxes from the amount due before payment. The Board shall furnish the contractor with the necessary proof /certificate of all such deductions if required.

The contractor shall pay at his cost any taxes that may be imposed by the Government, Municipality, etc. in connection with the contract work.

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- 10.2 Rates quoted shall be inclusive of all material, consumables, labour, transportation, insurance, scaffolding etc. required for execution of the tendered work. Also inclusive of all taxes, duties, levies, etc. but exclusive of service tax which will be paid extra as applicable. Quoted rates shall be firm and any variation in taxes, duties, levies etc. after opening of prices shall be borne by the contractor except service tax which will be paid extra at actual.
11. **PROGRAMME/PLAN TO BE FURNISHED :**
Within one week from the date of the order the Contractor shall submit a bar chart programme to the Engineer for his approval, showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Engineer or Engineer's representative furnish for his information particulars in writing of the Contractor's arrangements for carrying out of works and of the constructional plant and temporary works which the Contractor intends to supply, use or construct as the case may be. 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 of any of his duties and responsibilities under the Contract.
12. **THIRD PARTY INSURANCE:**
Before commencing the execution of the works the contractor (but without limiting his obligations and responsibilities under clause 29 of General Conditions) here shall insure in the joint names of the employees and the contractor against any damages, or loss or injury which may occur to any property or to any person (including property and employees of the employer) by or arising out of the execution of the works or temporary works in the carrying out the contract.
Such insurance, shall be effected with an Indian Insurance Company and in terms approved by the employer and for at least amount of Rs. 50,000/- for one incident and the contractor shall wherever required produce to the Engineer in charge the policy or policies of insurance and the receipts for the payment of the current premium.
13. **REMEDY ON CONTRACTOR'S FAILURE TO INSURE :**
If the Contractor shall fail to effect and keep in force the insurance referred to in Clause 12, 29 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 Board may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Board as aforesaid from any money due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
14. **FORCE MAJEURE:**
If the availability of equipments is hindered due to force majeure, such as war, riots, strike, civil commotion, fire, epidemics, natural calamities, etc. payment shall not be made to the Contractor for such period. However, in such condition liquidated damages shall not be applied.
15. **FACILITIES PROVIDED BY PORT:**
- 15.1 **ELECTRIC POWER:**

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- a) Free Electric Power in A.C., three phase, 440 V, 50 cycles will be provided for welding and execution of the contract work.
- b) The contractor shall arrange all cabling switch gears, etc. for power supply his equipment at his own expenses for contract works execution.
- c) Normally uninterrupted power supply is available at Port's MOHP. However there may be power supply restriction imposed by the Electricity Dept., of State Government. In the case of unavailability of power supply for above reasons or any other reasons whatsoever, the contractor shall make his own arrangements for his welding works using welding generator sets for which the contractor is not entitled for any extra claims.

15.2 **CRANE FACILITIES:**

- a) The contractor shall make his own arrangement to deploy crane on his own expenses for the execution of the contract work. Traveling the crane with load should be with proper supervision and restricted to bare minimum. Bidder shall follow the safe working procedures and practices in force.
- b) At the request of the Contractor, crane facilities can be provided by the Port on **chargeable basis** for execution of Contract works for lifting of any heavy components with prior intimation by the Contractor to the Engineer.
- c) The crane will be given subject to availability and when free from departmental works.
- d) In the event of crane not made available or crane hooks cannot reach the work spot due to inaccessibility, the Contractor shall make his own arrangements for lifting/fitting of any heavy components during Tender works, using his own lifting tackles.
- e) The following type of handling facilities are available at site
 - (i) 45T / 75T 'Voltas Omega' /TIL Hydraulic telescopic type rough terrain mobile crane
 - (ii) 10 T 'DAL' articulated type mobile crane.
 - (iii) 8T 'ESCORT' /TIL' articulated type mobile crane.
 - (iv) 11T 'ACE' crane

16. **SAFETY CODE FOR SCAFFOLDING, LADDERS ETC.:**

- 16.1 All scaffolding works, ladders, temporary platform etc. required in connection with the work shall be provided by the Contractor at his own cost and will conform to safety codes i.e. I.S. 3696 (Part-I) 1966.
- 16.2 For work carried within Port area or in Dock Labour the vicinity of wharf or quay the Regulations Contractor shall abide by the requirements of rules and regulations etc. relating to safety, health and welfare as may be in force from time to time under Dock Safety Regulations and such other statutory regulations as may be stipulated from time to time.
- 16.3 The contractor shall at his own expense provide the footwear, hand gloves, safety belts, helmets, mask, etc. protective glasses, gloves to welder or any other such protective measures required for other craftman / worker as the case may be to the satisfaction of the Engineer.

17. **VALUE OF INSURANCE:**

The insurance specified is for materials. The value of insurance should be such that it should adequately indemnify the Board.

18. **ENGINEER'S REPRESENTATIVE**

Duties & Powers of Engineers:

The duties of the Engineer's Representative are to watch and supervise the works & to test and examine any materials to be used or workmanship employed in connection with the work. 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 Board nor to make any variation of or in the work.

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 instructions or approval given by the Engineer's representative to the Contractor within the terms of such delegations (but not otherwise) shall bind the Contractor and the Board as though it has been given by the Engineer.

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

19. **INCOME TAX:**

The Contractor shall pay Income tax and all other taxes whatsoever payable in respect of payments received from the Board in accordance with the laws and regulations for the time being in force. If required by the authorities concerned the Board shall deduct such amounts as may be directed by the said authorities from the money due under the Interim and Final certificates. The Board shall furnish the Contractor with the necessary proof of all such deductions.

TDS certificate will be issued as per requirement.

20. **INCOME TAX PAYABLE BY STAFF:**

The Contractor's staff shall pay income tax and other taxes in respect of such salaries prerequisites as are chargeable therewith under the laws for the time being in force and the Contractor shall perform such duties in regard to deductions and transmission hereof as may be lawfully required by the Government.

21. **SALES (VAT) AND EXCISE TAX:**

The Contractor shall pay all sales and Excise tax payable in respect of materials, equipments, Plant and other things required for the Contract as applicable.

22. (a) **INSPECTION OF SITE:**

Acceptance of the Contract shall mean that Contractor acknowledges that he has satisfied himself as to the nature and location of work, the general and local conditions particularly bearing upon transportation, disposal handling and storage

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of materials, availability of labour, water, electric power, roads, uncertainties of weather or similar conditions at the site, the character of equipment facilities needed preliminary to and during the execution of the work, any special measures required to ensure non interference with the Board's operations and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure of the Contractor to acquaint himself with all the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Tender shall be deemed to have been based on such data regarding hydrological, climatic and physical conditions as shall have been submitted by the Board in the documents furnished to the Contractor by the Board for the purpose of tendering. The Contractor shall nevertheless inspect and examine the site and its surroundings and shall satisfy himself (so far as is practicable) before submitting his Tender as to the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site the accommodation he may require and in general shall himself obtain all necessary information (Subject as above mentioned) as to risks, contingencies and other circumstances which may influence or affect his Tender.

- (b) Only such vehicles as are licensed by the Board will be permitted to enter into the Port premises. Bidders should obtain harbor entry permits, **which are on chargeable basis**, for gaining entry of vehicles.

23. **CONTRACTOR'S SUPERINTENDENCE:**

The Contractor shall give or provide all necessary superintendence during the execution of the work 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 a competent and authorised agent or representative approve in writing by the Engineer, (which approval may any time be withdrawn) is to be constantly on the work and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer the Contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal remove the agent and shall not thereafter employ him again in any capacity and shall replace him by another agent approved by the Engineer. Such authorised agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer or (Subject to the limitations of Clause 18 hereof) the Engineer's representative.

24. (a) **CONTRACTOR'S EMPLOYEES :**

The Contractor shall provide and employ in connection with the execution of the work:

- (i) Only such technical assistants as are skilled and experienced in their respective callings and such Sub-agents foreman and leading hands as are competent to give proper supervision to the work they are required to supervise, and
- (ii) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and guarantee of the work.

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(b) **Removal of employees** :

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the work any person employed by the Contractor in or about the execution of the work who in the opinion of the Engineer mis-conducts 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 and such person shall not be again employed upon the work without the written permission of the Engineer. Any person so removed from the work shall be replaced as soon as possible by a competent Substitute approved by the Engineer.

25. **SETTING OUT** :

The Contractor shall be responsible for the true and proper setting-out of the work at site in relation to original points, lines and levels 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 work and for the provision of all necessary instruments appliances and labour in connection therewith. If at any time during the progress of the work any error shall appear or arise in the position levels dimensions or alignment of any part of the work 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. Unless such error is based on incorrect data supplied in writing by the Engineer or the Engineer's representative in which case the expense of rectifying the same shall be borne by the Board. The checking of any setting out of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the work at site.

26. **WATCHING AND LIGHTING** :

The Contractor shall in connection with the work at site provide and maintain at his own cost all lights, guard fencing and watching when and where necessary or required by the Engineer or Engineer's representative or by any duly constituted authority for the protection of the work or for the safety and convenience of the public or other.

27. (a) **CARE OF WORK** :

From the commencement to the completion of the work the Contractor shall take full responsibility for the care thereof and of all temporary work at site and in case any damage loss or injury shall happen to the work or to any part thereof or to any temporary work from any Clause whatsoever (Save and excepted risks as defined in Sub Clause-b) shall at his own cost repair and make good the same so that on completion the work shall be good order and condition and in conformity in every respect with the requirement of the Contract and the Engineer's instructions. In the event of any such damages loss or injury happening from any of the excepted risks the Contractor shall if and to the extent required by the Engineer and Subject always to the provisions hereof repair and make good the same as aforesaid at the cost of the Board. The Contractor shall also be liable for any damage to the work occasioned to him in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 52 hereof.

(b) **EXCEPTED RISK** :

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The "Excepted risks" 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 among the Contractor's own employees) riot commotion or disorder or use or occupation by the employer of any portion of the work in respect of which a certificate of completion has been issued or a cause proved to be solely due to the Engineer's design of the work of any such operation of the forces of nature as reasonable foresight and ability on the part of Contractor could not foresee or reasonably provide against (all of which are herein collectively referred to as "Excepted Risks").

28. **INSURANCE OF WORKS, ETC. :**

Without limiting his obligations and responsibilities under Clause 29 hereof, the Contractor shall insure, in the joint names. of the Board and the Contractor against all loss or damage from whatever cause arising (other than the excepted risks) for which he is responsible under the terms of the Contract and in such manner that the Board and the Contractor are covered during the period of erection and completion of the work for loss or damage caused by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 45 hereof,

- (a) The work and the temporary work to the full value of such work executed from time to time.
- (b) The materials, erection plant and other things brought on the site by the Contractor to the full value of such materials, erection plant and other things.

Such insurance shall be effected with Life Insurance Corporation of India or the Corporations authorised agents abroad and in terms approved by the Board (which approval shall not be unreasonably withheld) and the Contractor shall whenever require produce to the Engineer or the Engineer's representative the policy or policies of insurance and the receipts for payment of the current premiums. Provided always that without limiting his obligations and responsibilities as aforesaid nothing in this Clause contained to insure against the necessity for the repair or reconditioning of any work constructed with materials or workmanship not in accordance with the requirements of the Contract.

29. **(a) ACCIDENT OR INJURY TO WORKMEN :**

The Board shall not be liable for or in respect of any damages or compensation payable at Law in respect or on consequence of any accident or injury to any workman or other person in the employment of the Contractor or any Sub-Contractor save except an accident or injury resulting from any act or default of the Board his agents or servants and the Contractor shall indemnify the Board against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings cost charges and expenses whatsoever in respect thereof or in relation thereto irrespective of the fact whether the Board or the Contractor is liable for the same at law.

(b) Insurance against accidents etc. to Workmen :

The Contractor shall insure against such liability with an insurer approved by the Board (which approval shall not be, unreasonably withheld) and shall continue such insurance during the whole. of the time that any persons are employed by him on the work and shall when required produce to the Engineer or the Engineer's

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representative such policy of insurance and the receipt for payment on the premium. Provided employed by any Sub- Contractor the Contractor's obligation to insure as aforesaid under the 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 Board is indemnified under the policy but the Contractor shall require such Sub-Contractor to produce to the Engineer or the Engineer's representative when required such policy of insurance and the receipt for payment of the current premium.

30. (a) **GIVING NOTICES OF PAYMENT OF FEES :**

The Contractor shall give all 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 to the execution of the work of any temporary work and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the work or any temporary work.

(b) **COMPLIANCE WITH STATUTE REGULATIONS, ETC. :**

The Contractor shall conform in all respect with the provisions of any such statute ordinance of law as aforesaid and the regulation or Bye-laws of any local or other duly constituted authority which may be applicable to the work or to any temporary work and with such rules and regulations of public bodies and companies as aforesaid and shall keep the board indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or Law Regulation. The Board 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 prices entered in the price schedule.

31. **FOSSILS, PROPERTY ETC. :**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall as between Board and the Contractor be deemed to be the absolute property of the Board and the Contractor shall take reasonable precautions to prevent his workmen or 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 Board the Engineer's representative's order as to the disposal of the same.

32. **PATENTS RIGHTS & ROYALTIES :**

The Contractor shall save harmless and indemnify the Board from and against all claims and proceedings for or on account of infringement of any patent rights design trademark or name or other protected rights in respect of any design components or materials used for or in connection with the work or temporary work or any of them and from and against all claims demands, proceedings, 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 materials required for the work or temporary work of any of them.

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33. **INTERFERENCE WITH TRAFFIC & ADJOINING PROPERTIES :**

All operations necessary for the execution of the work and for the erection of any temporary work shall so far as compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Board or of any other person and the Contractor shall save harmless and indemnify the Board in respect of all claims demands proceedings damages costs charges and expenses whatsoever arising out of or in relation to any such matters in so as the Contractor is responsible thereof.

34.(a) **OPPORTUNITIES FOR OTHER CONTRACTORS :**

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other Contractors employed by the Board and their workmen and the workmen of the Board 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 or of any Contract which the Board may enter into in connection with or ancillary to the work. If however the Contractor shall on the written request of the Engineer or the Engineer's representative make available to any such others or to the Board or any such authority any roads or ways for the maintenance of which the Contractor is responsible or permit the use by any such of the Contractor's scaffolding or other plant on the site or provide any other service of whatsoever nature for any such the Board shall pay to the Contractor in respect of such use or service such sum or sums as shall in the opinion of the Engineer be reasonable. Provided also that if the Contractor avails a similar services from such others or the Board, the Board shall be entitled to recover from the Contractor in respect of such service such sum or sums as shall in the opinion of the Engineer be reasonable.

(b) **CO-ORDINATION WITH OTHERS :**

The Board reserves the right to let other contractors in connection with the undertaking of which the work is a part and the Contractor shall connect properly and co-ordinate his work with that of others. If any part of the Contractor's work depends for its proper execution on result upon the work of others, the Contractor shall in writing report promptly to the Engineer and defects in the work of such others as may interfere with the proper execution of the Contractor's work should the Contractor fail so to inspect and report he shall have no claim against the Board by reason of the defective or unfinished work of others except as to latent defects not reasonably noticeable at the time of the commencement of the Contractor's work. The Contractor shall arrange his schedule of work and method of operation to minimise inconvenience to others on the project. In all matters of conflicts, the Engineer shall direct what shall be done by each party.

35. **SUPPLY OF PLANTS, MATERIALS & LABOUR :**

Except where otherwise specified the Contractor shall at his own expense supply and provide all the erection plant, materials both for temporary and for

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permanent work, labour (including the supervision thereof) transport to or from the site and in and about the work and other things of every kind required for the erection and completion of the work.

36. **CLEARANCE OF SITE ON COMPLETION:**

Within a period of fourteen days on the completion of the work, the Contractor shall clear away and remove from the site all erection plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and work clean and in a condition satisfactory to the Engineer.

37. **LABOUR :**

(a) **Engagement of Labour :**

The Contractor shall provide all skilled, semi-skilled and un-skilled labour and all supervisory and skilled staff necessary for the execution of work and all transport, sanitary and other accommodation and conveniences as may be necessary for its employees, the intention being that the Contract price shall be inclusive of all expenses whatsoever in connection with Contractor's staff labour force. The Contractor shall comply with the local laws dealing with the employment of persons, including the Indian employment of Children Act 1938, Indian Workmans Compensation Act 1923, Factories Act 1948 and the Minimum Wages Act 1948 and any statutory amendments or re-enactments thereof for the time being in force.

(b) The Contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than those established as fair for the trade or industry in the local area where the work is carried out either by Government notification or by the machinery of negotiation or arbitration to which the parties are organisations of employers and trade unions' representative respectively of Substantial proportions of the employers and workers engaged in the trade or industry in the district.

In the absence of any rates of wages, hours or conditions of labour so established the Contractor shall pay rates of wages and observe hours and conditions of labour which are not less favourable than the general level of wages hours and conditions observed by other employers in the local area where general circumstances in the trade or industry in which the Contractor is engaged are similar.

In case of civil/structural works the likely liability arising as a result of the application of the Contract labour (R&A) Act 1970 and the rules framed thereunder will be borne by the Board if it is finally held by the court that Rule 25(2) of the Contract Labour (R&A) Central Rules, 1971 is applicable to the Contractor in which case the same shall be reimbursed to the Contractor by the Board. However, for the Board to accept the liability as stated above, the Contractor shall maintain appropriate day-to-day records as directed from time to time of the labour engaged by him on the works and further the disbursement of wages made by the Contractor to his labour should be made in presence of an authorised representative of the Chief Engineer as required under the Contract Labour (R&A) Act 1970, without which reimbursement of the difference in wages if it is finally to be given will not be possible.

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Further, any reimbursement on account of the above if it is made will be restricted to the difference between the wages paid by the Port Trust to their labour of respective categories and the wages actually paid by the Contractor to his labour or to the difference between the wages paid by the Port Trust to their labour of respective categories and the wages as per minimum wages fixed by the Government of Goa, whichever difference is less. This amount will not be Subject to any other escalation etc. and it will be adjusted against the labour escalation paid to the Contractor as per Clause no.38 hereof.

- (c) **TRADE UNION** :
The Contractor shall recognise the freedom of its employees or workers to be members of trade unions.
- (d) **COPY OF CLAUSE BE DISPLAYED** :
The Contractor shall at all times during the continuance of the Contract display for the information of its work people in any vessel, factory, workshop or place occupied or used by him for the execution of the Contract a copy of this Clause.
- (e) **SUPPLY OF WATER** :The Contractor shall so far as reasonably practicable having regard to local conditions provide on the site to the satisfaction of the Engineer's representative an adequate supply of drinking and other water for the use of the Contractor's staff and work people.
- (f) **ALCOHOL LIQUOR OR DRUGS** :
The Contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulation 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 import, sale, gift, barter or disposal by his Sub-Contractors agents or employees.
- (g) **AMMUNITION** :
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.
- (h) **DISORDERLY CONDUCT** :
The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the work against the same.
- (i) **EPIDEMICS** :
In the event of any out-break of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local Medical or Sanitary authorities for the purpose of dealing with the overcoming of the same.
- (j) **FESTIVAL & RELIGIOUS CUSTOMS** :
The Contractor shall in all dealings with labour in his employ have due regard to all recognised festival days of rest and religious or other customs.

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- (k) **COMPLIANCE WITH REGULATIONS ETC. :**
The Contractor shall at all times during the continuance of the Contract comply fully with all existing regulations and bye-laws including any statutory amendments and re-enactment of the State or Central Government and other local authorities regarding labour enactment, Minimum wages and Factory Acts, Workmen's' Compensation Act, Provident Fund regulations, Employees Provident Fund Act 1952 and schemes made under said Act, Health and sanitary arrangements for workmen, Insurance and other benefits and shall keep the Board indemnified in case any action is commenced for contravention by the Contractor.
- (l) **OBSERVANCE BY SUB-CONTRACTOR :**
The Contractor shall be responsible for observance by his Sub-Contractors of the foregoing provisions.
- (m) **FOREIGN PERSONNEL :**
Should the Contractor find that suitable qualified and experienced personnel required for the work are not available in India in sufficient number and should the Contractor wish to employ personnel of Nationalities other than Indian, the Contractor must obtain the necessary permits from the Central Government to permit foreign personnel to enter India and to work in India for site authorities. The Contractor shall keep the Board fully informed of application made by him for the work, permits for foreign staff and/or approvals by the Indian Authorities.
- n) **WAGES & RECORDS :**
The Contractor shall maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirements of the Engineer and conciliation officer, Central Ministry of Labour, Government of India, or such authorised persons appointed by the State Government.
- The disbursement of wages made by the Contractor to his labour should be made before 8th of every month in presence of an authorised representative of the Chief Mechanical Engineer and wage register shall be signed and endorsed by the contractor as well as the authorised representative of the Chief Mechanical Engineer.**
- (o) **ACCIDENTS :**
The Contractor shall within 24 hours of the occurrence of any accident at or about site or in connection with the execution of the work report such accident to the Chief Mechanical Engineer and Engineer's representative. The Contractor shall also report such accidents to the competent authorities to whom such report is required by law.
- (p) **NOTICES :**
The Contractor shall, before he commences the work display and correctly maintain in a clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rates of wages which have been fixed as fair

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wages and the hours of work for which such wages are earned and send a copy of such notices to the Engineer or his representative.

(q) **INSPECTION OF WAGE RECORDS :**

The Contractor shall allow inspection of the aforesaid wage records and wage slips to the Engineer or his representative at a convenient time and place after the notice is received or to the Board or any other person authorized by it on its behalf. The wage book and the wage slip shall be preserved for a period of not less than 12 months after the date of the last entry made in it. The Board and the Engineer or any other representative authorized by him on his behalf shall have power to make inquiries with a view to ascertaining and enforcing due and proper observance of the fair wage Clause. He shall also have the power to investigate into any complaint regarding any default made by the Contractor or Sub-Contractor in regard to such provision.

The Board shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payments of the Aforesaid fair wages except on account of any deductions that may be permissible under law for the time being in force.

(r) (I) **Representations of Parties :**

A workman shall be entitled to be represented in any investigation or inquiry under this Clause by:

- (i) An Officer of a registered Trade Union of which he is a member.
- (ii) An officer of a Federation of Trade union to which the Trade union, referred to in previous Sub-Clause is affiliated.
- (iii) Where the worker is not a member of any registered Trade Union by an officer of a registered trade union connected with or by any other workman employed in the industry in which the worker is employed.

(II) The Contractor or Sub-Contractor shall be entitled to be represented in any investigation or enquiry under this Clause by an officer or any Association of Employer's of which he is a member.

(III) The party shall be represented by a legal practitioner in any investigation or enquiry under this Clause, unless all parties agree.

(s) **Safety Provisions:**

The Contractor shall comply with all precautions as required for the safety of the workmen by I.L.O. convention as far as they are applicable to the Contract.

(t) **Dock Labour Regulations:**

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For work carried within Port area or in the vicinity of any wharf or quay the Contractor shall abide by the requirements of rules and regulations etc. relating to safety, health and welfare as may be in force from time to time under Dock Safety Regulations and such other statutory regulations as may be stipulated from time to time.

(u) **Provisions of Protective Measures :**

The Contractor shall at his own expense provide the footwear and hand gloves to all labour, protective glasses, gloves, gas mask, safety belts, safety helmets, etc. or any other such protective measures required for other craftsman/worker as the case may be to the satisfaction of the Engineer or his representative and on his failure to do so the Board shall be entitled to provide the same and recover the cost thereof from the Contractor.

38.a. **ENGAGEMENT OF LABOUR AND COMPLIANCE WITH ALL ENACTMENTS RULES – REGULATIONS APPLICABLE TO CONTRACTOR LABOUR:**

The contractor shall engage his own labour in sufficient strength of all categories as may be required for the due execution of the contract and shall abide/comply by the following laws/enactments or any other laws/acts which may be applicable enforced from time to time.

1. Contract Rules (Regulations and Abolition) Act 1970.(Salient features under this Act enclosed as Annexure 'A').
2. Inter-State Migrant Workmen Act, 1979 (Regulations of employment and conditions of service)
3. Central Rules 1980.
4. Payment of Wages Act 1956.
5. Employment of Children's Act 1923.
6. Minimum Wages Act.
7. Factory Act.
8. Workmen's Compensation Act.
9. Employees Provident Fund Act, 1952 and schemes made under said Act.
10. Acts under Dock Safety
Under this Act, the contractor is required to comply with all the requirements of Dock Workers (Safety, Health and Welfare) Rules and Regulations 1990. In this connection necessary personal protective equipment (PPE) such as helmets, safety shoes, respirators, safety belts, etc. should be provided to all the workers by the contractor.
11. Major/Mormugao Port Trust
12. Municipality
13. Obtain required licences/clearances etc. from Asst. labour Commissioner, Municipality, Police and other local agencies/bodies/authorities at his own cost found wherever necessary.
14. The contractor shall keep the Engineer indemnified in case any action is commenced for contravention of any of the above said Acts.
15. The contractor shall maintain required register/records for the above purpose at site and furnish daily deployment of Labour, submit returns thereof as required under the Acts to concerned authorities when required.

b. SECTION 12 – LICENSING OF CONTRACTOR

- 1) With effect from such date as the appropriate Government may, by notification in the Official Gazette, appoint, no contractor to whom this Act applies, shall undertake or execute any work through contract labour except under and accordance with a licence issued in that behalf by the licensing officer.**
- 2) Subject to the provisions of this Act, a licence under sub-section
 - 1) may contain such conditions including in particular, conditions as to hours of work, fixation of wages and other essential amenities in respect of contract labour as the appropriate Government may deem fit to impose in accordance with the rules if any, made under Section 35 and shall be issued on payment of such fees and on deposit of such sum, if any, as security for the due performance of the conditions as may be prescribed.

NOTES:

Section 12 imposes a liability not to undertake or execute any work through contract labour without licence, a liability which continued until the licence was obtained and its requirements complied with. Undertaking or executing any work through contract labour without a licence, therefore constitutes a fresh offence every day on which it continues. Padam Prasad Jain V. States of Bihar 1978 Lab IC 1475.

A Continuing offence is one which arises out of a failure to obey or comply with a rule or its requirement and the validity for which continues until the rule or its requirement is observed or complied with Padam Prasad Jain V. State of Bihar 1978 Lab IC 1475.

c. SECTION: 13 – GRANT OF LICENCES:

- 1) Every application for the grant of a licence under sub-section (1) of section 12 shall be made in the prescribed form and shall contain the particulars regarding the location of the establishment, the nature of process, operation or work for which contract labour is to be employed and such other particulars as may be prescribed.**
- 2) The licensing officer may make such investigation in respect of the application received under sub-section (1) and in making any such investigation the licensing officer shall follow such procedure as may be prescribed.
- 3) A licence granted under this Chapter shall be valid for the period specified therein and may be renewed from time to time for such period and on payment of such fees and on such conditions as may be prescribed.

d. SECTION : 14 –REVOCATION, SUSPENSION AND AMENDMENT OF LICENCE:

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If the licensing officer is satisfied, either on a reference made to him in this behalf or otherwise, that-

A licence granted under section 12 has been obtained by mis-representation or suppression of any material fact, or

The holder of a licence has without reasonable cause, failed to comply with the conditions subject to which the licence has been granted or has contravened any of the provisions of this Act or the rules made thereunder,

When without prejudice to any other penalty to which the holder of the licence may be liable under this Act, the licensing officer may offer giving the holder of the licence an opportunity if showing cause, revoke or suspended the licence or forfeit the sum, if any or any portion thereof deposited as security for the due performance of the conditions subject to which the licence has been granted.

e. SECTION : 21 – RESPONSIBILITY FOR PAYMENT OF WAGES:

1) A contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.

2) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorised representative of the principal employer.

3) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.

f. SECTION: 29 – REGISTERS AND RECORDS TO BE MAINTAINED:

1) Every principal employer and every contractor shall maintain such register and records giving such particulars of contract labour employed, the nature of work performed by the contract labour, the rates of wages paid to the contract labour and such other particulars in such form as may be prescribed.

2) Every principal employer and every contractor shall keep exhibited in such manner as may be prescribed within the premises of the establishment where the contract labour is employed, notices in the prescribed form containing particulars about the hours of work, nature of duty and such other information as may be prescribed.

g. RULE – 21 : APPLICATION FOR A LICENCE:

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1) Every application by a contractor for the grant of a licence shall be made in triplicate, in Form IV to the licensing officer of the area in which the establishment, in relation to which he is the contractor, is located.

h. RULE 25: FORMS AND TERMS AND CONDITIONS OF LICENCE:

1) Every licence granted under sub-section (1) of section 12 shall be in Form VI.

2) Every licence granted under sub-rule (1) or renewed under Rule 29 shall be subject to the following conditions, namely,

- i) The licence shall be non-transferable.
- ii) The number of workmen employed as contract labour in the establishment shall not, on any day, exceed the maximum number specified in the licence.
- iii) Save as provided in these rules, the fees paid for the grant or as the case may be, for renewal of the licence shall be non-refundable.
- iv) The rates of wages payable to the workmen by the contractor shall not be less than the rates prescribed under the Minimum Wages Act, 1948 (II of 1948) for such employment, settlement or award, not less than the rates so fixed:
- v) a) In case where the workmen employed by the contractor perform the same or similar kind of work as the workmen directly employed by the principal employer of the establishment, the wage rates, holidays, hours of work and other conditions of services of the workmen of the contractor shall be the same as applicable to the workmen directly employed by the principal employer of the establishment on the same or similar kind of work. (Form VI A).

Provided that in the case of any disagreement with regard to the type of work the same shall be decided by the Chief Labour Commissioner (Central) whose decision shall be final:

b) In other case the wage rates, holidays, hours of work and conditions of service of the workmen of the contractor shall be such as may be specified in this behalf by the Chief Labour Commissioner (Central).

Explanation:-

While determining the wages rates, holidays, hours of work and other conditions of service under (b) above, the Chief Labour Commissioner shall have due regard to the wage rates, holidays, hours of work and other conditions of service obtaining in similar employments;

i. RULE-28 AMENDMENT OF THE LICENCE:

1) A licence issued under Rule 25 or renewed under Rule 29 may, for good and sufficient reasons, be amended by the licensing officer.

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- 2) The contractor who desires to have the licence amended shall submit to the licensing officer an application stating the nature of the amendment and reason thereof.
- 3) (i) If the licensing officer allows the application he shall require the applicant to furnish a treasury receipt for the amount, if any, by which the fees that would have been payable if the licence had been originally issued in the amended form exceeds the fees originally paid for the licence,

j. RULE-29 : RENEWAL OF LICENCE:

1. Every contractor shall apply to the licensing officer for renewal of the licence.

2. Every such application shall be in Form VII in triplicate and shall be made not less than thirty days before the date on which the licence expires, and if the application is so made, the licence shall be deemed to have been renewed until such date when the renewed licence is issued.

3. The fees chargeable for renewal of the licence shall be the same as for the grant thereof:

Provided that if the application for renewal is not received within the time specified in Sub-rule (2), a fee of 25 percent in excess of the fee ordinarily payable for the licence shall be payable for such renewal:

Provided further that in case where the licensing officer is satisfied that the delay in submission of the application is due to unavoidable circumstances beyond the control of the contractor, he may reduce or remit as he thinks fit the payment of such excess fee.

k. RULE – 63 WAGES

The contractor shall fix wage periods in respect of which wages shall be payable.

l. RULE : 64

No wage period shall exceed one month.

m. RULE : 65

The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of the tenth day after the last day of the wage period in respect of which the wages are payable.

n. RULE : 66

Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

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- o. RULE : 67
All payment of wages shall be made on a working day of the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- p. RULE : 68
Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- q. RULE : 69
All wages shall be paid in current coin or currency or in both.
- r. RULE : 70
Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act, 1936 (4 of 1936).
- s. RULE : 71
A notice showing the wage-period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the principle employer under acknowledgement.
- t. RULE : 72
The principal employer shall ensure the presence of his authorised representative at the place and time of disbursement of wages by the contractor to workmen and it shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorised representative.
- u. RULE : 75 REGISTER OF PERSONS EMPLOYED
Every contractor shall maintain in respect of each registered establishment where he employs the contract labour a register in Form XIII.
- v. RULE : 76 EMPLOYMENT CARD:
i. Every contractor shall issue an employment card in Form XIV to each worker within three days of the employment of the work.
ii. The card shall be maintained up-to-date and any change in the particulars shall be entered therein.
- w. RULE : 77 SERVICE CERTIFICATE:
On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated a service certificate in Form XV.
- x. RULE : 78 MUSTER ROLL, WAGES REGISTER DEDUCTION REGISTERS AND OVERTIME REGISTER.
1) a) Every contractor shall in respect of each work on which he engages contract labour.

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- I. Maintain a Muster Roll and a Register of Wages in Form XVI and Form XVII respectively.
Provided that a combined Register of Wage-cum- Muster Roll in Form XVIII shall be maintained by the contractor where the wage period is a fortnight or less;
- II. Maintain a Register of deductions for damage or loss, Register of Fines & Register of Advances in Form XX, Form XXI and Form XXII respectively
- III. Maintain a Register of Overtime in Form XXIII recording therein the number of hours of, and wages paid for, overtime work, if any.
 - b) Every contractor shall, where the wage period is one week or more, issue wage slips in Form XIX to the workmen at least a day prior to the disbursement of wages.
 - c) Every contractor shall obtain the signature or thumb-impression of the worker concerned against the entries relating to him on the Register of wages or Muster Roll-cum-wages Register, as the case may be, and the entries shall be authenticated by the initials of the contractor or his authorised representatives and shall also be duly certified by the authorised representative of the principal employer in the manner provided in Rule 73.

In respect of establishments which are governed by the payment of Wages Act-1936 (4 of 1936) and the rules made thereunder, or Minimum Wages Act, 1948 (11 of 1948) or the rules made thereunder, the following registers and records required to be maintained by a contractor as employer under those Acts and the rules made thereunder shall be deemed to be register and records to be maintained by the contractor under these rules, namely:

- a) Muster Roll;
 - b) Register of Wages;
 - c) Register of deductions;
 - d) Register of Overtime;
 - e) Register of Fines;
 - f) Register of Advances;
 - g) Wage slip.
- 3) **Notwithstanding anything contained in these rules, where a combined or alternate form is sought to be used by the contractor to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder or any other laws or regulations or in cases where mechanised pay rolls are introduced for better administration, alternative suitable form or forms in lieu of any of the forms prescribed under these rules, may be used with the previous approval of the Chief Labour Commissioner (Central).**
- y. RULE – 79
Every contractor shall display an abstract of the Act and rules in English and Hindi and in the language spoken by the majority of workers in such form as may be approved by the Chief Labour Commissioner (Central).

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z. RULE : 80

All registers and other records required to be maintained under the Act and rules, shall be maintained complete and up-to-date, and unless otherwise provided for shall be kept at an office or the nearest convenient building within the precincts of the workplace or at a place within a radius -of three kilometers.

Such registers shall be maintained legibly in English or Hindi.

1. All the registers and other records shall be preserved in original for a period of three calendar years from the date of last entry therein.
2. All the registers, records and notices maintained under the Act or rules shall be produced on demand before the Inspector or any other authority under the Act or any person authorised in that behalf by the Central Government.
3. Where no deduction or fine has been imposed or no overtime has been worked during any wage period, a 'nil' entry shall be made across the body of the register at the end of the wage period indicating also in precise terms the wage period to which the 'nil' entry relates, in the respective registers maintained in Forms XX, XXI and XXII respectively.

aa. RULE : 81

(i) Notices showing the rates of wages, hours of work, wage periods, date of payment of wages, names & addresses of the Inspectors having jurisdiction, and date of payment of unpaid wages, shall be displayed in English and in Hindi and in the local language understood by the majority of the workers in conspicuous places at the establishment and the work-site by the principal employer or the contractor, as the case may be.

(ii) The notices shall be correctly maintained in a clean and legible condition.
A copy of the notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated to him forthwith.

ab. RULE – 82 : RETURNS:

1) Every contractor shall send half yearly return in Form XXIV (in duplicate) so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year.

39. **RETURNS OF LABOUR ETC :**

The Contractor shall deliver to the Engineer's representative at his office a return in detail of such form and at such as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such information with respect to erection plant as the Engineer's representative may require.

40. **MATERIALS AND WORKMANSHIP :**

(a) **Quality of materials workmanship and Tests :**

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be Subjected

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from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at all any of such places. The Contractor shall provide such assistance, instruments machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporating in the work for testing as may be selected and required by the Engineer.

(b) **Cost of test :**

The cost for making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the specification and (in the cases only of a test under load or test to ascertain whether the design of any finished or partially finished work is appropriate for the purpose which it was intended to fulfill is particularised in the specification in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

(c) **Cost of tests not provided for etc. :**

If any test is ordered by the Engineer which is either:

(i) Not as intended by or providing for or

(ii) (in the cases above mentioned) is not so particularised or

(iii) though so intended or provided for is ordered by the Engineer to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested. Then the cost of such test shall be borne by the Contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the Contract or the Engineer's instructions but otherwise by the Board.

41. ACCESS TO PLACE OF WORK :

The Chief Mechanical Engineer and any person authorised by him shall at all times have access to the work and to the site and to all workshops and places where the work is being prepared or where materials manufactured articles or machinery are being obtained for the work and the Contractor shall afford every facility for and every assistance to or in obtaining the right to such access.

42. (a) EXAMINATION OF WORK BEFORE COVERING UP :

No work shall be covered up or put out of view without the approval of the Engineer or Engineer's representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's representative to examine and measure any work which is about to be covered up or put out 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 is ready or about to be ready for examination and the Engineer's representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or examining such foundations.

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(b) **UNCOVERING AND MAKING OPENINGS :**

The Contractor shall uncover any part or parts of the work and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of Sub-Clause (1) of this Clause and are found to be executed in accordance with the Contract the expenses of uncovering or through reinstating and making good the same shall be borne by the Board but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Board or may be deducted by the Board from any money due or which may become due to the Contractor.

43. (a) REMOVAL OF IMPROPER WORK AND MATERIALS :

The Engineer shall during the process of the work have power to order in writing from time to time.

- (i) The removal from the place of work site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract.
- (ii) The Substitution of proper and suitable materials, and
- (iii) The removal and proper re-execution (notwithstanding any provision test thereof or interim payment thereof of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

(b) **DEFAULT OF CONTRACTOR IN COMPLIANCE :**

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

44. (a) SUSPENSION OF WORK :

The Contractor shall on the written order of the Engineer suspend the progress of the work or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. The extra cost including all running wages to be paid, salaries depreciation and maintenance plant, sit on cost and general overhead costs of the Contract incurred by the Contractor in giving affect to the Engineer's instructions under this Clause shall be borne and paid by the Board unless such suspension is:

- (i) otherwise provided for in the Contract or
- (ii) necessary for the proper execution of the work or by reason of weather conditions affecting the safety or quality of the work or by some default on the part of the Contractor or

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(iii) necessary for the safety of the work or any part thereof provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine such extra payment to be made to the Contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable.

(b) **Suspension lasting more than 90 days :**

If on the written order of the Engineer (in this Sub-Clause referred to as "Suspension order") the progress of the work or any part thereof shall be suspended for a period or consecutive periods amounting in all to 90 days or if the Engineer having previously issued a suspension order for a period which has lasted less than 90 days shall within less than 90 days from the expiration of that period of suspension, issue a further suspension order for any reasons other than those specified in Clause 44(a) Sub-Clause (i),(ii) and (iii) hereof, either in respect of the whole of the work or (where the previous suspension order has affected only a part) affecting or including that part then and in any such case the Contractor may serve a written notice on the Engineer requiring permission within 28 days from the receipt thereof to proceed with the work or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the work as an omission of such part where it affects the whole work as an abandonment of the Contract by the Board.

45. COMMENCEMENT TIME & DELAYS :

Commencement of work :

The Contractor shall commence the work within 15 days after the receipt by him of the Engineer's order to commence the work 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.

(a) **Night work & work on Holidays :**

Subject to any provisions to the contrary specified in the Contract, the Contractor shall not without the previous consent of the Engineer or his representative in writing, which shall not be unreasonably withheld, execute any of the permanent works beyond the Board's working hours as from time to time stipulated or at night or on Sundays and other Port holidays except in so far as it is necessary to do so in the case of tidal work or for the safety of the works in which case the Contractor shall immediately advise the Engineer or his representative in writing. Provided always that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts. Refusal to permit work during night shall not entitle the Contractor for any extension of time.

(b) **Rate of progress :**

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution of the work are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the work or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the work by the prescribed time

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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 work by the prescribed time or extended time for completion. The Contractor at his own expense shall on the order of the Engineer or his representative in writing carry out the work by day and night and on Sundays and public holidays, if in the opinion of the Engineer or Engineer's representative either the work are not being proceeded with in a manner to ensure completion by the prescribed date or are being endangered by an act of neglect on the part of the Contractor. Refusal to grant such permission will not be accepted as a ground of excuse for not completing the work within the stipulated period. If for any reason other than the aforesaid, the Engineer or his representative orders in writing the work to proceed by night or on Sundays and other Public Holidays or beyond the Board's normal hours of work the extra cost involved shall not be taken into account in ascertaining the amount of the Contract price. All work at night as well as in the day shall be carried out without unreasonable noise and disturbance, the Contractor shall indemnify the Board 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.

46. TIME OF COMPLETION :

Subject to any requirement in the specification as to completion of any portion of the work before completion of the whole, the whole of the work shall be completed within the time stated in the Tender calculated from the last day of the period named in the tender as that within the works are to be commenced or such extended time as may be allowed under Clause 48 hereof.

47. RISK PENDING COMPLETION :

All the works comprised in this Contract, until handed over to the Chief Mechanical Engineer shall stand at the risk of the contractor, who shall be responsible and make good at his own cost of all loss and damage caused by fire or any other cause and the Contractor shall hand over all the works complete in every respect at the completion of the Contractor.

48. EXTENSION OF TIME FOR COMPLETION :

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 the time. No claim for compensation for delay shall be considered if the stipulated time of completion is extended due to certain special reasons.

49. CERTIFICATE OF COMPLETION OF WORK :

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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 Guarantee issue a certificate of completion in respect of the work and the period of guarantee of the work shall commence from the date of such certificate. Provided that the Engineer may give such a certificate with respect to any part of the works before the completion of the whole of the work and shall upon the written application of the Contractor give such certificate with respect to any Substantial part of the work which has been both completed to the satisfaction of the Engineer and occupied or used by the Board and when any such certificate is given in respect to any part of the work such part shall be considered as completed and period of guarantee of such part shall commence from the date of such certificate. Provided also that Certificate of Completion given in accordance with the foregoing provisions of any part of the work occupied and used as aforesaid shall not be deemed to certify completion of any work requiring reinstatement unless such certificate shall expressly so state.

50. WAY LEAVES ETC.:

The Contractor shall bear all expenses and charges for special or temporary way-leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the works.

The Contractor shall on no account allow any huts to be erected on any property of the Board to be inhabited after sunset by anyone except the watchman required for the works and none of his employees except such watchman shall remain at nights on any parts of the works without prior permission from the Chief Mechanical Engineer or his Representative.

51. CONTRACTOR TO SEARCH:

The Contractor shall if required by the Chief Mechanical Engineer in writing search for the cause of any defect imperfection or fault under the directions of the Chief Mechanical Engineer. Unless such defect, imperfection or 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 Board. 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.

52. SETTLEMENT OF DISPUTES:

If any dispute of difference of any settlement of kind whatsoever shall arise between the Chief Mechanical Engineer and the Contractor in connection with or arising out of the contractor or the carrying out of the works (whether during the progress of the works, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to the settled by the Chief Mechanical Engineer who within a period of 60 days after being requested by the contractor shall give written notice

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of his decision to the contractor, if the Chief Mechanical Engineer shall fail to give notice of his decision aforesaid within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such decision then and in any such case, the contractor shall, within a further period of 30 days from the expiry of first 60 days from the date of receipt of Chief Mechanical Engineer's decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Chief Mechanical Engineer. If the contractor, after receiving notice of the decision of the Chief Mechanical Engineer does not refer the dispute to Chairman seeking his decision within a period of 30 days of the Chief Mechanical Engineer's decision then the Chief Mechanical Engineer's decision will be final and binding upon the contractor, and no further claim will exist thereto.

The Chairman shall, within a period of 60 days from the receipt of the request from the contractor, give written notice of his final decision in the matter under dispute to the contractor. If the Chairman fails to give written notice of his final decision within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such final decision given, then the contractor may within a period of 30 days after the expiry of the period of 60 days from the date of his application to the Chairman or within a period of 30 days after receiving notice of such final decision, as the case may be, require that the matter or matters in dispute be referred to arbitration as here in after provided.

If the Chairman has given written notice of his final decision to the contractor, and no claim to the arbitration has been communication to the Chairman by the contractor, within a period of 30 days from the receipt of Chairman's decision the said decision shall remain final and binding upon the contractor. If the Chairman fail to give a written notice of his final decision to the contractor within a period of 60 days and no claim to the arbitration has been communicated to the Chairman or the Chief Mechanical Engineer by the contractor within a period of 30 days there after, then the decision given by the Chief Mechanical Engineer shall remain final and binding upon the contractor.

Save as here in after provided such decision in respect of every matter as referred shall be final and binding upon the contractor until the completion of the work and shall forth with be given, effect to by the contractor who shall proceed with the works with all the diligence whether he requires arbitration as here in after provided or not.

All disputes or differences in respect of which the decision (if any) of the Chief Mechanical Engineer or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of Mechanical Engineer serving or retired of Central Government agencies, including Defence Services and or a member of Indian Council of Arbitrators, to be appointed by Chairman pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions of the Government of India Arbitration Act, 1940 (Act no 10 of 1940) or any reenactment of statutory modification there of for the time being in force. The sole arbitrator shall have full power to open up, review, and revise any decision, opinion, direction, certificate or valuation of the Chief Mechanical Engineer or the Chairman neither party, shall be limited in the proceedings before the arbitration to the evidence or arguments put before the Chief Mechanical Engineer or the Chairman for the purpose of obtaining his said decision. No decision given by either the Chief Mechanical Engineer or the Chairman in accordance with the

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foregoing provisions shall disqualify them from being called as a witness and given evidence before the sole arbitrator as aforesaid.

The arbitrator shall not enter on the reference until after the completion or the alleged completion of works, unless with the written consent of the Board/Chairman Chief Mechanical Engineer and the contractor provided always:

- a) That such reference may be opened before such completion or alleged completion in respect of the with holding by the Chief Mechanical Engineer of any certificate or the withholding of any position of the retention money to which the contractor claims in accordance with the condition set out in the clause 15 to be entitled or in respect of the exercise of the Engineer's power to give a certificate under clause no.22 hereof.
- b) That the giving of a certificate of completion under clause 14 and 16 here of shall not be a condition precedent to the opening of any such reference.
In the event of arbitrator to whom the matter is originally referred, is unable to Act for any reason, the Chairman shall appoint another Engineer serving or retired of Central Government. Agencies including Defence Service and or a member of Indian council of Arbitrators as arbitrator and he shall be entitled to proceed with the reference afresh or from the stage at which it was left by his predecessor.
In all cases, the arbitrator shall give a speaking/reasoned award.

53. INSPECTION AFTER COMPLETION OF WORK:

After completion of entire work the contractor will inform the concerned Executive Engineer, by giving enough advance notice to arrange for final inspection etc. The concerned Executive Engineer, will then inspect and submit the completion certificate along with the party's bill to the Engineer for settlement.

54. SITE REGISTER AND GRANT OF EXTENSION PERIOD FOR COMPLETION OF WORK:

- 54.1 The contractor shall maintain an "Inspection Register" at work site to indicate therein his daily progress of contract works and put up the same to the Engineer or his authorized representative during his inspection of the works at site or when demanded.
- 54.2 The Register will have to be got endorsed and countersigned by the contractor from the Engineer in respect of work progress, deficiencies noticed therein and any instruction given thereof by the Engineer.
- 54.3 The contractor shall record the delay if any in completion of work which in his opinion is ascribable to the port and entitle him for seeking extension in completion period. The contractor shall get the same endorsed by the concerned Executive Engineer, on occurrence of the delay, but not later than 24 hrs., No request for extension of completion period will be considered without the above requirements.
- 54.4 The contractor shall complete the work within the stipulated time. However, for considering grant of extension time by the Engineer due to special reasons/extraneous circumstances which are beyond the reach of the contractor, the contractor apart from getting such delays recorded in the inspection register maintained at site and get such concerned entries endorsed from concerned Executive Engineer, shall also request in writing to the Engineer, with documentary

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proof furnished wherever found necessary for granting such extension, within 7 days of occurrence of cause of delay. However no claim for compensation on account of delay on Port's account or any other account will be considered by the Engineer if time of completion is extended by him due to certain special reason/ extraneous circumstances which are found to be beyond the reach of the contractor.

55. INSPECTION OF CONTRACTORS MATERIALS FOR THE WORK:

- 55.1 The permission to bring the required materials and consumables for execution of contract work will be granted by the Engineer representative after inspection /registration of the same at site office.
- 55.2 The materials and consumable of the contractor shall be brought inside at MOHP premises generally between 0830 hrs. to 1730 hrs., except in emergency cases, which shall be with prior permission of Engineer's representative at site to do so Materials/consumables, tools equipment, etc. so brought shall be recorded in the inspection register and got endorsed by the Engineer or his representative for all future reference.
- 55.3 Balance materials after completion of entire contract work will be allowed to be taken out after verification by the Engineer or his representative with issue of necessary material gate pass to the contractor.
- 55.4 Contractor shall not use Port's materials lying in Port/MOHP premises as spare, scrap, condemned etc., without the specific approval of the Engineer in writing.

56. SECURITY & SAFETY REQUIREMENTS:

- 56.1 The contractor shall comply with all regulations imposed by the customs and port security authorities in respect of the passage of vehicle, materials, and personnel through customs and port barriers. For this purpose the contractor shall, before commencement of work, furnish a letter in duplicate to the Engineer listing the names, ages and designation of the personnel/ labourers whom he proposes to deploy for the contract work execution as also the registration numbers of work execution as also the registration numbers of vehicles to enable the Engineer/his office for issue of temporary dock entry permits/tokens as per prevailing rules in force. The tokens issued to the contractor should be returned immediately on completion of work.
- 56.2 The gate pass for removal of materials, etc will be issued by the Engineer to his representatives as and when necessary.
- 56.3 No photographs/films of the work or any part there of Plant /premises shall be taken or permitted to the contractor without the specific approval of the General Administrative Department of the Port.

57. LAW GOVERNING CONTRACT:

The Contract shall be interpreted and have effect in accordance with the law of India and no suit or other proceedings relating to this contract shall be filled or taken by the contractor in any court of Law except in a court of competent jurisdiction in Goa.

58. TERMINATION OF CONTRACT:

In exceptional circumstances when it is noticed by the Engineer that contract works are not progressing satisfactorily and may delay trials of equipments /conveyors/machines, etc. at MOHP and their re-commissioning of the Plant in time, the Engineer reserves the right to terminate the contract with issue of 24 hours notice to the contractor, if in his opinion it is not worthwhile to allow the contractor to continue the work due to his failure or incompetence in executing the work satisfactorily or the contractor stopping /abandoning the work. In such as eventually the Engineer's decision to terminate the contract with issue of 24 hours notice to the contractor as well as to initiate further necessary action as deemed fit against the contractor, including but not limited to, forfeiture of security deposit and completion of the work at the risk and cost of the contractor, against the contractor, will be final and binding on the contractor.

59. ACCIDENTS:

The contractor shall within 24 hours of the occurrence of any accident at the site in connection with the execution of the contract works, report such incidents/accidents to the Engineer. The contractor shall also report such accidents to the competent authorities to whom such report is required to be legally submitted.

60. STANDARD OF CONTRACT WORK:

- 60.1 The tendered work shall be carried out with best quality of materials/ consumables and best workmanship Substandard/inferior quality materials/consumables used and works executed out of them shall be liable for rejection by the Engineer or his authorized representatives during inspection, which shall be re-executed. Hence it is necessary that the contractor gets his work inspected at various stages and get the work executed/approved from time to time from the Engineer to avoid such rejection.

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PART - III

FORMATS, SCHEDULES AND CHECKLIST

Sr. No.

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FOR BANK GUARANTEE ETC.**
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- 5. CERTIFICATE**

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ANNEXURE –I

(FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT TO BE USED BY NATIONALISED BANKS)

In consideration of the Board of Trustees, Mormugao Port Trust (here in after called " The Board ") having agreed to exempt

.....(here indicate the Name and address of the contractor/s) (here in after called "the said contractors") from the demand, under the terms and conditions of an agreement to be entered between the Board and.....

..... for.....
.....(hereinafter called)

(here indicate the name of the works)
("the said agreement ") of Security Deposit for the due fulfillment by the said contractor/s of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs...../-(Rupees.....

.....Only) we

(here indicate the name and address of the bank referred to as "the Bank") do here by undertake to pay to the Board an amount not exceeding Rs
against any loss or damage caused to or suffered or would be caused to or suffered by the Board by reason of any breach by the said contractor (s) of the terms or conditions contained in the said agreement.

2. We.....do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs...../-.

3. We.....further agree that the Guarantee herein contained shall remain in full force and effect during the contract period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue for the said agreement have been fully paid and its claim, satisfied or discharges, or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or within three months from the expiry date i.e. from.....we shall be discharged from all liability under this Guarantee there after .

4. We.....further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to

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extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance Act or omission, on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. Not with standing anything stated above, our liability under the guarantee is restricted to Rs...../-(Rupees.....
.....Only). The Guarantee shall remain in force until.....unless a suit or action to enforce claim under the Guarantee is filled against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

6. The Board is authorized to enforce claim against the Guarantee at the local branch of the Bank in Goa in case such a eventuality of encashment arises.

7. We.....lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Board in writing.

Date.....day of.....20....

For..... Bank.

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SCHEDULE NO.1: - GENERAL

NAME OF THE WORK: _____

NOTE: -(Tenderers must fill in the particulars in the blank spaces)

1. Name of tenderer : _____

2. I) Detailed Postal Addresses : _____

II) Fax No. if any : _____

III) Telegraphic Code : _____

IV) Telephone No. : _____

3. Reference no. with Date as per covering letter of tenderer : _____

4. Address of tenderer for work Location : _____

5. Guarantee period after completion of work : _____

i) Mobilization time required (time in Days) from the date of receipt of order : _____ days

ii) Delivery or completion of work after expiry of Mobilization period : _____ days

Place: _____

Date: _____

Signature of Authorized Representative
and Rubber stamp (seal) of the firm

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SCHEDULE NO.2: -EXPERIENCE

NOTE:- (Tenderers must fill in the undernoted columns)

Sr. No.	Full Particular of Similar or such kinds of works carried out by the tenderer	Value of the work in Rs.	Completion as stated in tender	Actual Completion Time	Name & Authorities for whom work was carried out

Place: _____
Representative

Date: _____

Signature of Authorized

and Rubber stamp (seal) of the firm

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SCHEDULE NO.3: - LIST OF MACHINERY AVAILABLE AT TENDERERS WORKSHOP

(NOTE: -The tenderer shall indicate in the following table the list of major machinery available for repairs at the workshop).

Sr. No	Type of machinery available	Specification Capacity	No

Place: _____
Date: _____

Signature of Authorized Representative
and Rubber stamp (seal) of the firm

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SCHEDULE NO.4: - ORGANISATION CHART

The tenderer shall list below key man and give short resume of their experience together with estimated peak and average labour force that he proposes to employ on this contract.

Sr. No	Description of key Personnel	Name & short resume of experience

LABOUR FORCE

Estimated peak force:.....

Estimated Average force:.....

Place: _____

Date: _____

Signature of Authorized Representative
and Rubber stamp (seal) of the firm

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SCHEDULE NO. 5: -DEPLOYMENT OF EQUIPMENT FOR REPAIRS AT SITE

ATTENTION: -The tenderer shall fill in the words "NOT APPLICABLE" and sign in this schedule, if the repair job is to be carried out at his works only.

(NOTE: - The tenderer shall indicate in the following table the number of Major equipments, tools and tackles, etc., like oxy-acetylene gas set, welding transformer, micrometer, vernier caliper, feeler guage, lifting tackle, etc., materials consumables etc. he proposes to bring to site in good working condition for carrying out the repair job. This will be considered as indicative only and the contractor shall deploy whatever equipment is necessary for the successful completion of the repair work.)

Sr. No	Type of Equipment	Specification Capacity Etc.	No.

Place: _____

Date: _____

Signature of Authorized Representative
and Rubber stamp (seal) of the firm

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FORM OF TENDER

NAME OF THE WORK:

.....

.....

(NOTE: - The Appendix and schedules attached form part of the tender and is furnished in duplicate Tenderers are required to fill up all the blank spaces in this tender form Appendix and schedule. The duplicate set of tender with schedule is to be retained by the tenderer for his reference).

To,
The Chief Mechanical Engineer,
Mormugao Port Trust,
Headland-Sada-Goa.

Sir,

Having examined the site of work, General Conditions, special instructions/Conditions, Technical Schedule/Specifications, Schedules Drawing for the above named work, I/we , the undersigned offer to execute, complete and Guarantee the staff work in conformity with the said General Conditions Special Conditions, Technical Particulars, Drawing, Schedules at the rates indicated in attached Schedule of Prices /Rates for execution of the work on the terms and conditions stipulated in your tender documents.

2. I/We, undertake if our tender is accepted to commence the work within..... days of receipt of the Engineer's order to commence the work and to complete and deliver the whole of the work comprised in the contract within..... Days calculated from the last day of the aforesaid period in which the work is to be commenced.

3. I/We further undertake if my/our tender is accepted to deposit within five days from the date of order of commencement the work security deposit to the extent of 5% of the order amount in the manner and as per conditions laid down in the General Conditions of the contract.

4. I/We, agree to abide by this tender for a period of three months from the date of opening of the tender and the rates quoted shall hold good during the currency of the work. I/We further agree that if I/We withdraw the tender before the expiration of this period of three months, the earnest money deposited shall be forfeited to the Board.

5. I/We, deposited as Earnest Money with the Board's FA & CAO. Rs.....
(Rupeesonly) vide DD No.....
dtd.....

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6. I/WE undersigned that you are bound to accept the lowest or any tender you may receive and that you reserve the right to accept only a part or whole of any tender or to divide the work between two or more tenderers.

Signature of Authorized Representative
and Rubber stamp (seal) of the firm

Place: _____

Date: _____

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APPENDIX

CLAUSE

Earnest money Deposit : Part IV ----- as prescribed.
Amount of Security deposit : Part IV ---- 5% of Order value.
Time for completion : Part V ----- As per technical particulars
Amount of liquidated damages For delay : Part IV ---- 1% of contract value per week of 7 days or part subject there of to the maximum of 10% of Contract Value
Period of Guarantee : Part IV, ----- as prescribed.
Terms of payment : Part IV ----- as prescribed.
Time within which payments to be made : Part IV ----- Within 30 days provided Bill is undisputed.

Date this.....day of 20....

Signature:Name :

In the capacity of : duly authorized

to sign tender for and on behalf of :.....

(IN BLOCK CAPITALS)

Signature of witness : - _____

Name of witness : - _____

Occupation of witness : - _____

Address of witness : - _____

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CHECKLIST - I

The tenderer shall tick out this check list before submitting his offer:

Name of the work: _____

- 1) Earnest Money Deposit : Enclosed DD
- 2) PAN NO.: : _____
- 3) EPF Reg.No. : _____
- 4) ESI Reg.No. : _____
- 5) Service tax regn no. : _____
- 6) Latest solvency certificate : Enclosed / Not enclosed
- 7) Experience certificate as specified in the tender document : Enclosed / Not enclosed
- 8) Performance certificate : Enclosed / Not enclosed
- 9) Annual turn over of the firm :
- 10) Certificate from concerned DPS(R)/(S)/(P)/(G) as per proforma enclosed with the tender for having inspected the tendered work at site :
- 11) Whether all pages and drawings are signed and stamped of tender document: Yes / No
- 12) Payment terms of tender : Agreed / Not agreed.
- 13) Liquidated damages clause : Agreed / Not agreed
- 14) Security deposit clause : Agreed / Not agreed
- 15) Completion period as per tender : Agreed / Not agreed
- 16) Guarantee as per tender : Agreed / Not agreed

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- 17) Whether any counter condition / deviation put forth : Yes / No.
- 18) a) Whether Schedule No. 1,2,3, 4,5, form of tender and Appendix enclosed with tender are filled in : Yes / No
- b) Estimated peak force indicated as : _____nos.
- c) Estimated average force indicated as : _____nos.

Place:

Signature of authorized representative
and rubber stamp (seal) of the firm

Date:

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CHECK LIST - II

The tenderer is required to submit following details with documentary evidence etc., alongwith the offer.

1. EMD in the form of D.D only.
2. Solvency Certificate from the Bank.
3. Latest Income Tax Clearance Certificate.
4. Details of registration of the firm.
5. Details of Annual Turnover.
6. Details of works presently in hand.
7. Details of maximum value of similar work executed.
8. Site Inspection Certificate.
9. Method & sequence for execution of work including details of safety precautions to be taken.

SIGNATURE OF TENDERER

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CHECK LIST NO. III

ANNUAL TURN OVER OF
THE FIRM WITH VALID
DOCUMENTARY EVIDENCE.

MAXIMUM VALUE OF WORK
CARRIED OUT BY YOUR FIRM
UNDER SINGLE WORK ORDER
SUBSTANTIATING WITH
VALID DOCUMENTARY EVIDENCE

INDICATE BELOW IF YOUR FIRM
HAVE QUOTED MORE THAN ONE
JOBS

(A) PREFERENCE OF JOBS
(INDICATE JOB NOS.
AS PER THE TENDER NOTICE)

(B) NUMBER OF JOBS THAT CAN
BE EXECUTED SIMULTANEOUSLY
DURING ENSUING MOHP
SHUTDOWN PERIOD
(INDICATE JOB NOS. AS PER
THE TENDER NOTICE).

Signature of Authorized
Representative of the firm.

Date:

Place:

CERTIFICATE

THIS IS TO CERTIFY THAT

M/S. _____

_____ **HAS**

INSPECTED THE PROPOSED TENDERED WORK

OF _____

_____ **TO ACQUAINT AND ASSESS THE**

EXTENT OF WORK INVOLVED AS PER THE TENDER.

**SIGNATURE OF THE
AUTHORISED REPRESENTATIVE**

XEN(R)/ XEN(S)/ XEN(P)/ XEN(G)

**NOTE : THIS CERTIFICATE WILL BE TREATED INCOMPLETE UNLESS DULY SIGNED
BY CONCERNED OFFICER OF MOHP/MPT.**

PART - IV

ADDITIONAL GENERAL CONDITIONS

1.0 GENERAL

- 1.1 The Port's Mechanical Ore Handling Plant (MOHP) comprises of 8 nos. Barge Unloaders (BU) and 7 nos. DEMAG make machines viz 3 nos. Stackers (STK), 2 nos. Reclaimers (BWR), 2 nos. Shiploaders (SHL), 1 no Continuous Barge Unloader (CBU) and total 34 nos. connecting ground conveyors to them for unloading and loading operations of Iron Ore. MOHP was commissioned in Oct'1979 and CBU and BU's in 1991 and 2002 respectively. The MOHP is located at the Port of Mormugao in the State of GOA latitude 15° 25N and longitude 73° 47 E situated very close to the sea.
- 1.2 The subject contract work and the specifications covered under the contract (hereinafter referred to as the specifications) is subject to various references and attachments enclosed with these Technical Specifications. The contractor shall be responsible for and governed by all the requirements therein.
- 1.3 The tenderer shall visit, inspect and examine the site in respect of the contract works and acquaint himself with the local conditions for obtaining necessary information for submitting proper and complete tender.
- 1.4 A rate for any one description of work in the schedule of quantities shall include such item of other work as are obviously necessary for its due completion to standard specifications and no separate charges will be admitted for these or for the wastage, etc.
- 1.5 The Chief Mechanical Engineer shall have the right to substitute any item with another delete increase or decrease the quantities to the required extent only to meet site actual requirements. The quantities in the schedule are to be considered only as indicative and liable to be increased or decreased to the extent as found necessary to meet actual site requirements.
- 1.6 The rates quoted by the contractor shall include all leads and lifts in carrying out the work under the contract in different heights and carriage of construction materials to different floors, etc. No claim will be entertained for extra lift, etc., due to tall height of the structures.
- 1.7 The contractor shall not infringe the specifications and contract conditions as also directions of the Chief Mechanical Engineer or his representative on the plea "Custom prevailing".
- 1.8 The contractor shall agree that before payment of final bill shall be made on the contract, he shall sign and deliver to the Chief Mechanical Engineer a valid release and discharge from any and all claims and demands whatsoever for all matters arising out of or connected with the contract, provided that nothing in this clause shall discharge or release the contractor from his liabilities and obligations under the contract.

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1.9 The contractor shall be responsible to carryout the required job to the satisfaction of the Chief Mechanical Engineer.

2. CONDITIONS OF SERVICE

CLIMATIC CONDITIONS

- a) The climate is damp and tropical. As the Port is situated to the West of Western Ghats, the South West Monsoon has a good influence over this area. During summer, the mean daily maximum temperature is 28.5°C and the mean relative humidity 81%. During the monsoons period, the humidity may rise to 90.5%. The average annual rainfall is 100.75 inches, 80 inch of which fall in the months of June, July and August. The heaviest recorded rainfall in 24 hours was 16.92 inches in the month of June.
- b) The area does not come under the cyclonic zone. Winds of force of more than 10 on the Beaufort scale are not expected. The highest wind velocity observed in the recent past was 80 km. per hour.
- c) The air is always heavily laden with saline spray and in addition very fine particular of highly abrasive iron ore dust may be present.
- d) The information given above regarding the particulars of the area is for the information of the tenderer and no guarantee can be given as to the correctness of the same.

3. The tender if submitted on behalf of a Partnership firm, it should be signed either by all the partners or some of the partners or other persons holding a valid power of Attorney from other partners or all the partners constituting the firm as the case may be. In the event the tender is signed by some of the partners or other persons the tender should be accompanied by a valid power of Attorney executed in his favour in accordance with the constitution of the company.

4. MINIMUM ELIGIBILITY CRITERIA FOR TENDERER

To be eligible for award of contract, Tenderer shall provide satisfactory evidence to the Engineer of their capabilities and adequacy of resources to carry out the subject contract. For this purpose below mentioned information should be included. Tenders which do not comply with the requirement of the tender documents are liable to be rejected.

A. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of company or firm or partnership.

B. *Details of experience and past performance of the works of a similar nature during the past 7 years and details of current works in hand and other contractual commitments.*

For all the nine jobs :

i. The tenderer shall have adequate experience of having carried out similar types of steel structurals repair/reconditioning/modification works for petro chemical complexes or fertilizer units or chemical factories or off shore platforms or Mechanical Ore Handling Plant installed in the coast / harbour and experienced in steel structural fabrication work and painting.

Job no. 1:-

ii. (a) Tenderer shall have carried out three similar completed works

each work shall not be less than value of Rs.1.66 lakhs

(or)

(b) Tenderer shall have carried out two similar completed works

each work shall not be less than value of Rs.2.07 lakhs

(or)

(c) Tenderer shall have carried out one similar completed work which shall not be less than value of Rs.3.31 lakhs

Job no. 2:-

ii. (a) Tenderer shall have carried out three similar completed works each work shall not be less than value of Rs. 1.59 lakhs

(or)

(b) Tenderer shall have carried out two similar completed works

each work shall not be less than value of Rs.1.99 lakhs

(or)

(c) Tenderer shall have carried out one similar completed work which shall not be less than value of Rs. 3.19 lakhs

Job no. 3:-

ii. (a) Tenderer shall have carried out three similar completed works each work shall not be less than value of Rs.1.83 lakhs

(or)

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(b) Tenderer shall have carried out two similar completed works each work shall not be less then value of Rs.2.28 lakhs

(or)

(c) Tenderer shall have carried out one similar completed work which shall not be less then value of Rs.3.65 lakhs

Job no. 4:-

ii. (a) Tenderer shall have carried out three similar completed works each work shall not be less then value of Rs.4.51 lakhs

(or)

(b) Tenderer shall have carried out two similar completed works each work shall not be less then value of Rs.5.63 lakhs

(or)

(c) Tenderer shall have carried out one similar completed work which shall not be less then value of Rs.9.02 lakhs

Job no. 5:-

ii. (a) Tenderer shall have carried out three similar completed works each work shall not be less then value of Rs.5.43 lakhs

(or)

(b) Tenderer shall have carried out two similar completed works each work shall not be less then value of Rs.6.79 lakhs

(or)

(c) Tenderer shall have carried out one similar completed work which shall not be less then value of Rs.10.86 lakhs

Job no. 6:-

ii. (a) Tenderer shall have carried out three similar completed works each work shall not be less then value of Rs.4.06 lakhs

(or)

(b) Tenderer shall have carried out two similar completed works each work shall not be less then value of Rs.5.07 lakhs

(or)

(c) Tenderer shall have carried out one similar completed work which shall not be less then value of Rs.8.11 lakhs

Job no. 7:-

ii. (a) Tenderer shall have carried out three similar completed works each work shall not be less then value of Rs2.10 lakhs

(or)

(b) Tenderer shall have carried out two similar completed works each work shall not be less then value of Rs.2.63 lakhs

(or)

(c) Tenderer shall have carried out one similar completed work which shall not be less then value of Rs.4.21 lakhs

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Job no. 8:-

- ii. (a) *Tenderer shall have carried out three similar completed works each work shall not be less then value of Rs.6.87 lakhs*
(or)
(b) *Tenderer shall have carried out two similar completed works each work shall not be less then value of Rs.8.59 lakhs*
(or)
(c) *Tenderer shall have carried out one similar completed work which shall not be less then value of Rs.13.74 lakhs*

Job no. 9:-

- ii. (a) *Tenderer shall have carried out three similar completed works each work shall not be less then value of Rs.0.49 lakhs*
(or)
(b) *Tenderer shall have carried out two similar completed works each work shall not be less then value of Rs.0.61 lakhs*
(or)
(c) *Tenderer shall have carried out one similar completed work which shall not be less then value of Rs.0.97 lakhs*

Job no. 10:-

- ii. (a) *Tenderer shall have carried out three similar completed works each work shall not be less then value of Rs.8.24 lakhs*
(or)
(b) *Tenderer shall have carried out two similar completed works each work shall not be less then value of Rs.10.30 lakhs*
(or)
(c) *Tenderer shall have carried out one similar completed work which shall not be less then value of Rs.16.48 lakhs*

Job no. 11:-

- ii) (a) *Tenderer shall have carried out three similar completed works each work shall not be less then value of Rs.17,600/-*
(or)
(b) *Tenderer shall have carried out two similar completed works each work shall not be less then value of Rs.22,000/-*
(or)
(c) *Tenderer shall have carried out one similar completed work which shall not be less then value of Rs.35,200/-*

Job no. 12:-

- ii) (a) *Tenderer shall have carried out three similar completed works each work shall not be less then value of Rs. 0.96 lakhs*

(or)

(b) Tenderer shall have carried out two similar completed works each work shall not be less than value of Rs. 1.20 lakhs

(or)

(c) Tenderer shall have carried out one similar completed work which shall not be less than value of Rs. 1.92 lakhs

C. The tenderer should furnish

- i. The solvency certificate which shall not be less than the value of the works quoted by the contractor.*
- ii. Tenderer should furnish the details of annual turnover and highest value of work done in single work order for past three years.*
- iii. Tenderer should also indicate the details of works in hand under execution etc.*
- iv. The tenderer shall submit copy of work orders, work completion certificates and/or Performance certificates in support of having similar experience for our reference/evaluation.*

- D. Tenderer shall have at least one qualified Engineer employed/deployed by him to look after all the technical aspects of the works and to liaison with the Port during execution of tendered work. Documentary evidence to be furnished.
- E. Tenderer should submit detailed list of equipments and other facilities available and manpower available with him for our information alongwith the offer.

The tender offers of such tenderers not fulfilling above requirements are liable to be rejected.

5. There will be separate contractor for cleaning, washing and part painting of the machines of MOHP. Machine / conveyor will be released for structural work only after cleaning the machine / conveyor by the cleaning contractor.

6.0 EARNEST MONEY DEPOSIT:

6.1 Tender shall be accompanied by Earnest Money Deposit (EMD) to be paid in the form of D.D. Tenders not accompanied with the DD towards EMD will be summarily rejected. (Details of EMD amount is indicated on Tender Notice)

6.2 Refund of EMD:

- i) The Earnest Money will be returned to unsuccessful Bidders after the disposal of the Tender and to the successful Bidder after execution of a formal agreement or on payment of Security Deposit.
- ii) The Earnest Money deposited by DD will be returned by way of crossed cheque drawn on State Bank of India or any schedule Bank, Vasco-da-Gama / Mormugao or by RTGS transfer and the Board will not be responsible for reimbursement to the bidders, the Bank's commission for encashing the same

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or for the Bank Commission chargeable for the issue of the DD if this method of remittance is preferred by any of the bidders.

6.3. FORFEITURE OF EMD :

Earnest Money may be liable to forfeiture at the option of the Board, if the Bidder withdraws his offer within the Validity Period of the offer and / or alters / amends any terms and / or conditions and / or quoted rate(s), within the Validity Period of the offer (excepting when option to do the same has been specifically granted by the Mormugao Port Trust in writing) making it unacceptable to the MPT and / or, in case of successful Bidder, fails to submit the Security Deposit for the specified sum within the stipulated time, and / or fails to carry out the work or to perform / observe any of the conditions of the Contract.

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

7.0 LIQUIDATED DAMAGES :

For delay in completion of work:

In the event of failure by the Contractor to complete the execution of the work within the time stipulated in the Contract or by the expiry of the period of extension granted by the Board's terms thereof, the Contractor shall pay the Board as Liquidated Damages and not by way of penalty for delay to complete the work, a sum of 1% of the contract value rounded to the nearest Rupee per week of 7 days or part thereof subject to a maximum of 10% of the contract value as liquidated damages and not by way of any penalties and the Board shall have the power to deduct this amount from the payment of the amounts due to the Contractor or from his deposit.

For any delay on Port account, such delays shall be governed as per clause 48 of general conditions.

Any waiver of L.D. for any reasons whatsoever lies within the competence of the Engineer.

8.0 SECURITY DEPOSIT: 5% of the order value has to be deposited by the successful Tenderer with CME Dept, either in DD or in the form of Bank Guarantee as per enclosed proforma in the tender within one week (7 days) of placement of the order on him towards performance guarantee.

The validity of B.G. should cover the period of contractual Guarantee of one year from the date of completion of work.

8.1 Failure to comply with Security Deposit requirement will render, Earnest Money of the tenderer liable to forfeiture and contract for cancellation.

8.2 The Security Deposit will be refunded to the contractor after the expiry of the contractual Guarantee period.

8.3 The security deposit will be forfeited, if the contractor fails to fulfill any or all the conditions of this contract, without any interference from it towards all rights of the Board to recover from the contractor any other amounts falling due to the Board through non-observance/compliance by the contract conditions and any of the clause thereof by the contractor.

9.0 PAYMENT:

9.1 MODE OF PREFERRING BILLS:

After the completion of the works and inspection of works by concerned Executive Engineer, the contractor shall then submit the bill / Invoice to the concerned Executive Engineer, on his own letter head invoice/bill in quadruplicate, original duly stamped with Re.1/- revenue stamp and pre-receipted for arranging payment. The concerned Executive Engineer will then submit the bill to the Engineer with following documents:-

- a) Work completion certificate.
- b) Site Inspection Register.
- c) Measurement Book jointly signed by the contractor and concerned XEN. No bill shall be processed without the above accompaniment.
- d) Inspection test report as per enclosed format attached alongwith tender document.

9.2 TIME/ TERMS OF PAYMENT:

i) 100% payment, after satisfactory completion of contract work within 30 days of submission of your undisputed bills. You are required to submit the depository proof of contribution under EPF and ESI while submitting the invoice and indicate the permanent Account Number (PAN) issued by I-T authorities besides following details for remitting the payment.

- a) **Name of Bank:-**
- b) **Address of the branch in details.**
- c) **Branch code if bank is SBI, Bank of India or Corporation bank.**
- d) **IFSC code / MICS code.**
- e) **Bank Account No.**
- f) **Bank Account no. (Current/saving/others):-**
- g) **Service tax regn. No.:-**
- h) **TIN No:-**
- i) **Wage Register & Muster Roll.**

The disbursement of wages made by the Contractor to his labour should be made before 8th of every month in presence of an authorised representative of the Chief Mechanical Engineer and wage register shall be signed and endorsed by the contractor as well as the authorised representative of the Chief Mechanical Engineer.

Please note that bills cannot be passed for payment without adhering to the above requirement.

ii) The contractor final bill after satisfactory completion of contract work specified in the tender shall be passed for payment after auditing and verification subject to the contractor complying with the following.

- a) Payment of all Port dues and other dues if any towards security deposit valid for one year of guarantee period from the date of completion.
- b) Issue of completion certificate by the Port.

iii) A maximum of one bill shall be raised in any calendar month of the contract period.

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9.3 Delay in making such payments by the Board due to exceptional circumstances shall not nullify or vitiate in any way the other conditions of contract and the contractor shall have no claim on this account. In case of any part payment on request by contractor same shall be at the sole discretion of the Engineer.

9.4 WITHHOLDING OF BILL:

The Engineer shall have the power to withhold settlement of the bill, if the contract work or any part thereof is not carried out to his satisfaction.

9.5 NO INTEREST CLAIM:

No claim for interest will be entertained by Board with respect to any monies or balances which may be in its hands owing to a dispute between itself and the contractor or Board in making payments.

10. WORK RECORD BY JOINT MEASUREMENT

- a. The contractor shall maintain joint measurement sheet for the work which is carried out during SD-2012 in the prescribed format, wherein he shall record the Section, Name of Machine, Conveyor, location and details of the work as per tender conditions. The measurement sheet shall be jointly endorsed by the contractor and the Engineer representative and shall be produced alongwith the bill without which no bill will be processed for payment.
- b. The Contractor shall also maintain a separate site register to record day to day activities of work done, any instructions from Port Engineers etc. Delays / hindrances attributable to Port account should be recorded on the day of occurrence and such entries got initialled and countersigned by the concerned Sectional Heads / SE(P) / Plant Manager of MOHP in order to take such delays attributable to the Port into account.
- c. All the required materials, consumables, labour, transportation, equipments etc. required for due execution of the contract work shall be arranged by the contractor and Port does not take any responsibility of the same.
- d. Contractor's Engineer/authorized representative should be available at site on day-to-day basis during the entire period of execution of works.
- e. Engagement of Labour and compliance with all enactments, rules, regulations applicable to contractor labour is enclosed at Annexure, which the tenderer is requested to note.
- f. After execution of all the contract works, the contractor shall shift all scrap materials belonging to the Port to the designated scrap yard within a week without which completion certificate will not be issued to him.

11. GUARANTEE OF WORKS

- 11.1 The contractor shall guarantee the contract work executed by him on the equipments/machines/conveyors etc. and for the materials / consumable used therein for a period of one year from the date of completion of entire work and acceptance of the same by the Engineer

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11.2 All the defects /deficiencies noticed during the guarantee period will be rectified by the contractor by way of repairs /replacement either at site or at contractor works etc., as found necessary by the Engineer. The decision of the Engineer in respect of the above will be final and binding on the contractor.

12. SITE OFFICE ESTABLISHMENT

a. Open space in MOHP area will be made available for erection of site office cum store cum workshop for proper and effective coordination and execution of the works at site. The tenderer will be allowed to erect a temporary structure/shed to function as a Site Office for which standard lease rent applicable will be charged by the Port to the tenderer. The licence fee will be as applicable as per Port's scale of rates vide item (i) of Part II (Section-C) which are as under at present :

(i)	Licence fee on Port land for maintenance of office building and other structurals per every 10 sq.mts. or part thereof.	At Mormugao Harbour, Vasco 146/- at general wharf level
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The contractor is required to hand over the open space allotted to him in clean state to the Port after completion of all contract works and he will not be allowed to retain the site/area after completion of the tendered works. Strict action will be taken if the tenderer found occupying Port area even after the contractual works are completed. Tenderer is required to open his own local office in close vicinity to Port area to carryout the contract/maintenance works during the guarantee period of one year in order to keep close liaison with Port Administration. However, during Shutdown works (during MOHP Shut down period from 15th July to 15th Sept) contractor will be made available free space for temporary erection of site office cum store cum workshop for proper and effective coordination and execution of the works at site. The free space will be given subject to availability.

13. The Engineer shall have full power and authority to supply to the contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution of the work and the contractor shall carryout and bound by the same.

14. PAINING SCHEDULE: Surfaces to be painted at all the location where old paint is destroyed while executing the work, and also the new fabricated structures shall be thoroughly cleaned for the removal of dirt, chipped and wire brushed for the removal of rust etc. and painted with 1 coat High build surface tolerant primer with DFT of 100 microns by brushing and 2 coats of Epilux4B/ Epigaurd 533 or equivalent finish paint with minimum DFT of 100 microns of each coat by brushing.

The contractor shall use any of the following specified brands of paints.

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- i. High build surface tolerant primer – Berger Paint or equivalent Asian Paint, Jenson and Nicholson, Shalimar or Akzo Nobel coatings.
- ii. Epiguard finish paint 533 or Epilux 4B of Berger or equivalent Asian Paint, Jenson and Nicholson, Shalimar or Akzo Nobel coatings.

All primer (1coat) and finish coat (2 coats) shall have different shades for the purpose of distinguishing. Both the coats of finish paint shall have different shades. The above painting scheme will be applicable unless specified in the technical schedule of the tender.

- 15 a) Approved quality M.S. Electrodes of brands Advani Oerlikon/Esab/L&T/IOL/D&H Secheron only shall be used. The contractor's work will be stopped without notice for non-compliance of above.

Following welding rods are to be used for repairs / strengthening of primary structure of machines.

* E6013 of Advani / IOL make for plate of thickness less than 12mm.

* E7018 of Advani / IOL make for plates 12mm or more.

- b) The new steel which shall be brought in for replacement for execution of works indicated in this tender shall be of SAIL/ /TISCO/ ESSAR STEEL/ VIZAG STEEL / JINDAL STEEL / LOYLDS Brand only. Any other brand of steel shall not be accepted. Contractor shall also produce necessary documentary proof such as test certification for the structural steel purchased as well bills of purchase of steel material from the reputed dealers to the Port site engineer as and when necessary. The steel should have the embossed/ identification mark of the brand of steel. In case the steel does not have the identification/ embossed mark, a sample of the same will be tested at the cost of the tenderer. The steel will be accepted based on the test results of the sample.
- c) The nuts and bolts which are to be arranged by the contractor should be of reputed make such as TVS and Unbrako.
- d) Only IRS approved / certified welders are to be deployed. Certificates in this regard should be produced before commencement of work. Contractor will not be allowed to work for non-compliance of above.

16. PENALTY FOR NON-COMPLIANCE OF SAFETY REQUIREMENT:

- a. If the contractor employees are found working without wearing safety gears such as helmets, shoes, belts etc. inside MOHP, the contractor shall be liable to be penalized Rs. 1000/- per occasion and the amount towards penalty shall be recovered / adjusted from their bill / Invoice.
- b. In case any contractor is found using steel, electrodes, nuts and bolts of makes other than those specified in the tender, a penalty of Rs. 5000/- (Rupees five thousand only) per occasion will be levied and the contractor will be liable to be blacklisted for future contracts.

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- c. The incident will be recorded in the Site Register and jointly signed by the contractor and the Engineer's representative.

17. VALIDITY

The offer of tender should be valid for a period of 180 days from the date of opening and during the currency of the contract period.

- 18.** Tenderer shall take all necessary precautions from safety point of view while executing the various works incorporated in the technical schedule.
- 19.** Tenderer also shall take care that no damage is done to the Port equipments / machinery while executing the contract works. If any damage is done or occurred, shall be made good by the tenderer at his own cost.
- 20.** Required materials, labour, consumables, transport arrangement etc., required for the execution of above mentioned contract works shall be arranged by the contractor.
- 21.** The removed damaged corroded unserviceable materials (if any) are to be transported and dumped by the tenderer at the earmarked area in the presence of the Port Engineer or his authorized representative. Necessary transportation will be arranged by the tenderer.
- 22.** Inspection of site conditions / machines where the tendered work to be executed can be arranged during office working hours with prior intimation. It is suggested that all the enlisted works are properly understood by the tenderer by visiting the site to know the extent of the work involved therein before submission of his rate/ prices.
- 23.** It is absolutely essential that the tenderer should adhere to the completion period fixed by the Port.
- 24.** Contractor's Engineer / authorized representative should be available at Site on day-to-day basis during the entire period of execution of Works.
- 25.** After execution of all the contract works, the contractor shall shift all scrap materials belonging to the Port to the designated scrap yard within a week without which completion certificate will not be issued to him.
- 26.** The tenderer should post qualified engineers experienced in execution of such / similar works and competent supervisory personnel at site for execution of work in time satisfactorily.