



ENNORE PORT LIMITED

[A Mini Ratna Government of India Undertaking]
1st Floor, P.T. Lee C.N. Maaligai,
No: 23, Rajaji Salai,
Chennai – 600 001. Ph: 25251666.

Tender No. EPL/OP/ 95.04/A/2013

TENDER

for

**PROVIDING FURNITURE AND MISCELLANEOUS WORK IN
CISF BARRACKS**

Volume – I

Technical Bid

Due Date of Submission: 15:00Hrs on 07.06.2013

Date & Time of opening: 15:30Hrs on 07.06.2013

	CONTENTS
<u>DC - 1</u>	Bid Reference
<u>NIT</u>	Invitation for Bids
<u>SECTION-1</u>	Instructions to Bidders
<u>SECTION-2</u>	Forms of Bid, Qualification Information and Letter of Acceptance
<u>SECTION -3</u>	Conditions of Contract
<u>SECTION -4</u>	Contract Data
<u>SECTION -5</u>	Site Conditions and Technical Specifications

DC – 1

ENNORE PORT LIMITED
(A Mini Ratna Government of India Undertaking)

COMPETITIVE BIDDING

TENDER NO. EPL/OP/A/95.04/A/2013

NAME OF THE WORK : PROVIDING FURNITURE AND
MISECELLANEOUS WORK IN CISF
BARRACKS

PERIOD OF SALE OF
BIDDING DOCUMENT : FROM 23.05.2013 TO 07.06.2013

LAST DATE & TIME FOR
RECEIPT OF BIDS : 07.06.2013 TIME 15.00 HOURS

TIME & DATE OF
OPENING OF BIDS : 07.06.2013 TIME 15.30 HOURS

PLACE OF OPENING
OF BIDS : ENNORE PORT LIMITED,
1ST FLOOR, P.T. LEE C.N. MAALIGAI,
NO: 23, RAJAJI SALAI,
CHENNAI – 600 001.
PH: 25251666.

DGM (Civil)

NOTICE INVITING TENDER**ENNORE PORT LIMITED**
(A Mini Ratna Govt. of India Undertaking)**Tender No.EPL/OP/95.04/A/2013****Providing furniture and miscellaneous work in CISF barracks**

1.1 Sealed tenders are invited by Ennore Port Limited from reputed Contractors for executing the work of “Providing furniture and miscellaneous work in CISF barracks” under two cover system. Offers in the prescribed form are to be submitted. The estimated cost put to tenders is **Rs.7,00,000/-**

1.2 Tender documents may be obtained from **DGM (Civil), Ennore Port Limited, Port Office, Chennai-600 120**, during office hours on payment of Rs.525/- (Rs.500+25 including VAT @ 5%) in DD which is non-refundable. If the tenderer desires to have the tender documents by post, they shall send a demand draft payable to Ennore Port Limited for amount equal to cost of Tender Document plus Rs.300/- towards handling & forwarding and registered/speed post charges and payable at Chennai. Efforts will be made by the Ennore Port Limited to send the documents by registered/speed post to the prospective bidders within two working days excluding day of receipt of request along with necessary charges as stated above. However, the Port will not be responsible for Postal loss or delay, if any.

1.3 The sale of tender document at the address specified above is open from 23.05.2013 to 07.06.2013, during working hours of the port. Viz., from 9.45 AM to 4.45PM on all working days.

1.3.1 One set of tender document being sold consist of tender document, including drawings. The tender document consists of two volumes (Volumes-I & II). Volume-I comprises all Technical & commercial offer documents and Volume-II comprises all Price offer documents.

1.4 The complete tender document including drawing is available on port website: www.ennoreport.gov.in and Tenderers may download the same and submit as tender offer in duplicate on or before the due date and time of submission. However, in such a case, they shall inform in writing to the **Ennore Port Limited** immediately on down loading the tender documents. They shall also pay **Rs.525/- (Rupees five hundred and twenty five only)**, towards the cost of tender on or

before due date and time of submission of Tenders otherwise the tenders shall be rejected.

1.5 No tender will be consider which is not made in the prescribed form and which is not accompanied by a deposit of **Rs.14,000 /-(Rupees Fourteen Thousand only)** as per **Clause 16 A**) as Earnest Money. The tender offer (in duplicate) shall have to be submitted by the Tenderer marked Original and Duplicate, in sealed covers as explained in the Tender Document.

1.6 The offer (both Techno-Commercial & Price) must be valid for a minimum of 120days from the last date of submission of offer, otherwise the offer shall be rejected as non-responsive.

1.7 Biding is open to all eligible bidders meeting the eligibility criteria as defined in **Clause No.4** of instructions to Bidders. Bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.

i) Average annual Financial turnover of the firm during the last three years ending 31.03.2013 should not be less than 30% of the estimated cost (i.e.Rs.2,10,000/-).

ii) Experience of having successfully completed similar works during last 7 years ending last day of month(i.e.) previous to the one in which applications are invited should be either of the following

a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.(Rs.2,80,000/-)

OR

b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. (Rs.3,50,000/-).

OR

c) One similar completed work costing not less than the amount equal to 80% of the estimated cost. (Rs.5,60,000/-).

iii) Having minimum experience in execution of Civil / interior works, furnishing offices, in Ports, or in similar industries like Banks / Insurance / Railways / PWD / Central / State Governments or Private reputed organizations.

iv) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = $A * N * 2 - B$, where

‘N’ = Number of years prescribed for completion of the subject contract.

‘A’ = maximum value of works executed in any one year during last seven years (at current price level).

‘B’ = value at current price level of existing commitments and ongoing works to be completed in the next ‘N’ years.

The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Engineer/Nodal Officer or his nominee.

1.8 Price Preference/ Purchase Preference/ Domestic Preference Clause(s), if applicable to this tender.

1.9 The Employer/Board do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason therefore.

1.10 The due date of submission of offers will be 07.06.2013 and 15:00Hrs, unless otherwise notified. In the event of changes in the schedules, the Ennore Port Limited notifies the same through its web site and also in writing only to those prospective bidders who have paid their cost of tender document as on the date of issue of notification.

1.11 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection. The corrections and remarks shall be either type-written or must be in ink and duly authenticated.

DGM (Civil)
Ennore Port Limited,
Chennai - 600 120.

SECTION – 1
INSTRUCTION TO BIDDERS
(ITB)

TABLE OF CLAUSES

A. GENERAL..... .

1. SCOPE OF BID

2. AVAILABILITY OF THE PROJECT AREA

3. ELIGIBLE BIDDERS

4. ELIGIBLE MATERIALS, PLANT, SUPPLIES, EQUIPMENT, AND SERVICES

5. QUALIFICATION CRITERIA

6. ONE BID PER BIDDER

7. COST OF BIDDING

8. SITE VISIT

B. BIDDING DOCUMENTS.....

9. CONTENT OF BIDDING DOCUMENTS

10. CLARIFICATION OF BIDDING DOCUMENTS

11. AMENDMENT OF BIDDING DOCUMENTS

C. PREPARATION OF BIDS.....

12. LANGUAGE OF BID

13. DOCUMENTS COMPRISING THE BID

14. BID PRICES

15. CURRENCIES OF BID AND PAYMENT

16. BID VALIDITY

17. BID SECURITY

18. ALTERNATIVE PROPOSALS BY BIDDERS

19.. FORMAT AND SIGNING OF BID

D. SUBMISSION OF BIDS.....

20. SEALING AND MARKING OF BIDS

21. DEADLINE FOR SUBMISSION OF BIDS

22. LATE BIDS

23. MODIFICATION, SUBSTITUTION, AND WITHDRAWAL OF BIDS

E. BID OPENING AND EVALUATION.....

.....

24. OPENING OF TECHNICAL BIDS

25. EXAMINATION OF TECHNICAL BIDS AND DETERMINATION OF RESPONSIVENESS OF TECHNICAL BID

26. OPENING OF FINANCIAL BIDS

27. EVALUATION OF FINANCIAL BID

28. EVALUATION AND COMPARISON OF FINANCIAL BIDS

29. CLARIFICATION OF BIDS

30. PROCESS TO BE CONFIDENTIAL

F. AWARD OF CONTRACT

.....
31. AWARD

32 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR
ALL BIDS

33. NOTIFICATION OF AWARD

34. SIGNING OF AGREEMENT

35. PERFORMANCE SECURITY

36. CORRUPT OR FRAUDULENT PRACTICES

37. ADVANCE PAYMENT AND SECURITY

38. INSURANCE

ENNORE PORT LIMITED
(A Mini Ratna Government of India Undertaking)

SECTION 1: INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

1.1 Ennore Port Limited hereinafter termed “the Employer” invites bids for “**Providing furniture and miscellaneous work in CISF barracks**” detailed in the table given in NIT. The bidders may submit bids for the works detailed in the table given in NIT.

1.2 The successful bidder will be expected to complete the works by intended completion date specified in the Contract data.

2. Source of Funds:

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

3. Eligible Bidders

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No.4

3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works and any of its affiliates shall not be eligible to bid.

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

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with **Clause No. 36**

4. Eligibility Criteria

4.1a) Experience execution of Civil / interior works, furnishing offices, in Ports, or in similar industries like Banks / Insurance / Railways / PWD / Central / State Governments or Private reputed organizations and details like monetary value, clients, proof of satisfactory completion.

b) Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.

c) Trained & Certified workmen proposed to be employed at work site of the project. The contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a recognized University, Technical Board or Ministry of Government of India would only be taken cognizance of.

4.2 If the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2

a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder:

b) Total monetary value of constitution work performed for each of the last five years;

c) experience in works of a similar nature and size for each of the last Seven years, details of works underway or contractually committed and Employers who may be contracted for further information on those contracts;

d) Majors items of construction equipment proposed to carry out the Contract;

e) Qualifications and experience of key management and technical personnel proposed for the contract;

f) Reports on the financial standing of the Bidder, such as profit and loss statements, Balance Sheet and copy of Income Tax Return filed with IT Department for the past three years;

g) evidence of adequacy of working capital for this contract(access to line(s) of credit and availability of other financial resources)

h) authority to seek references from Bidder's Bankers;

i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputes amount;

j) proposals for subcontracting components of the Works amounting to more than 10% of Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and

k) the proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs.10M)

4.3 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below

i) Average annual Financial turn over of the firm during the last three years ending 31.03.2013 should not be less than 30% of the estimated cost.

ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following

d) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. (Rs.2,80,000/-)

OR

e) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. (Rs.3,50,000/-).

OR

f) One similar completed work costing not less than the amount equal to 80% of the estimated cost. (Rs.5,60,000/-).

(iii) "Similar Work" means execution of Civil / interior works, furnishing offices, in Ports, or in similar industries like Banks / Insurance / Railways / PWD / Central / State Governments and Private organizations of repute.

iv) In addition to above, the criteria regarding satisfactory performance of the work, personal, establishment, plant, equipment etc., may be incorporated according to the requirement of the project

Note: Figures to be computed and indicated in the individual projects..

4.4 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 above.

4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = $A * N * 2 - B$, where

'N' = Number of years prescribed for completion of the subject contract.

'A' = maximum value of works executed in any one year during last seven years (at current price level).

'B' = value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.

For bringing value of works to current level, multiplying factors are indicated below:-

Current	Multiplying Factor
Year 1 (2008-09)	1.00
Year 2 (2007-08)	1.10
Year 3 (2006-07)	1.21
Year 4 (2005-06)	1.33
Year 5 (2004-05)	1.46

The Application will indicate actual figures of costs and amounts without accounting for the above mentioned factors.

The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Engineer/Nodal Officer or his nominee-in-charge.

4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

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

5. One Bid per Bidder

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

5.2 Joint Venture. – Deleted.

6. Cost of Bidding

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

7. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering in to a contract for construction of the Works. The costs of visiting the site shall be at the Bidders' own expense.

B.BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with **Clause 10**:

SECTION	Invitation for Bids (NIT)
1	Instructions to Bidders
2	Forms of Bid and Qualification Information
3	Conditions of Contract
4	Contract Data
5	Specifications
6	Drawings
7	Bills of Quantities
8	Forms
9	Documents to be furnished by bidder

8.2 One set of the bidding documents will be issued to the bidder. The document should be completed and returned with the bid.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and technical specifications, bill of quantities, drawings, and annexure in the bid document. Failure to comply with the

requirements of the bid document shall be at the bidder's own risk. Pursuant to Clause 26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

9. Clarification of the Bidding Documents

9.1 A Prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 7 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 Pre-bid meeting. – Deleted.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

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

C.PREPARATION OF BIDS

11. Language of the Bid

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

12. Documents comprising the Bid

12.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid

i) Bid Security

ii) Qualification Information Form and Document (pursuant to **Clause 4** hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under **Section 2, 4 and 7 of Sub-Clause 8.1** shall be filled in without exception.

B) Financial Bid

i) Contractor's bid duly filled in and signed by bidder.

ii) Priced Bill of Quantities duly filled and signed by bidder.

13. Bid Prices

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

13.2 The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. All pages of the bill of quantities shall be initialed.

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

13.4 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

14. Currencies of Bid and payment

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

15. Bid Validity:

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

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

16. Bid Security (Earnest Money Deposit – EMD)

A. The bidder shall have to pay the **Earnest Money Deposit of Rs.14,000/-**.

B. The **EMD** shall be paid by demand draft/Pay Order/Banker's Cheques in the name of "**Ennore Port Limited**" from any **Nationalized/Schedule Bank (except Cooperative Banks)** encashable at **Chennai**. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

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

D. EMD be refunded on request by application from the bidder along with advanced stamped receipt.

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

F. The Bid Security may be forfeited, if

a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

b) The Bidder does not accept the correction of the Bid Price, pursuant to **Clause 27**; or

c) The successful Bidder fails within the specified time limit to

i) sign the Agreement or

ii) furnish the required performance security

17. Alternative Proposals by Bidders

17.1 Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

18. Format and signing

18.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

18.2 The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initiated by the person or persons signing the bid.

D.SUBMISSION OF BIDS

19. Sealing and Marking of Bids

19.1 The bidder shall put bid security document as per **Clause No.16**, hereof in one envelope and properly seal and mark as “**Bid Security**”. The bidder shall put documents mentioned in **Clause No.12.A (ii)** in separate envelope and properly seal and mark as “**Technical Bid**”. Then put both these envelopes into separate envelope, properly seal and mark as “**Technical Bid**”.

The bidder shall seal “**Financial Bid**” as per **Clause No.12.1.(B)** hereof, in separate envelope duly marking the envelope as “**Financial Bid**”.

These envelopes then be put inside one outer envelope and sealed, duly marking the outer envelope as “**Technical Bid AND Financial Bid**”.

19.2 The envelopes shall

a) be addressed to The DGM(Civil), Ennore Port Limited, No.23, 1st Floor, P.T. Lee Chengalvarayanaicker maalgai, Rajaji Saalai, Chennai – 600 001. Phone : 044 – 25251666.

b) bear the following identification:

Bid for “**Providing furniture and miscellaneous work in CISF**”.

Bid Reference No: EPL/OP/95.04/A/2013

DO NOT OPEN BEFORE (15.30HRS & DATE:07.06.2013)

Name and Address of the Bidder

The Tender complete in all respect should be put in the tender box (Tender No. EPL/OP/95.04/A/2013) in the office of DGM (Civil), Ennore Port Limited, No.23, 1st Floor, P.T. Lee Chengalvarayanaicker maalgai, Rajaji Saalai, Chennai – 600

001. up to 15.00 hrs on 07.06.2013 and open at 15.30hrs on the same date in presence of the tenderers who may wish to be present..

19.3 In addition to the identification required in **Sub-Clause 19.2**, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to **Clause 21**, or the bid is declared non responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Technical bid and Financial bid.

20. Deadline for Submission of Bids

20.1 Bids must be received by the Employer at the address specified above not later than **15:00 Hours on 07.06.2013**.

In the event of the specified date to submission of bids declared a holiday for Employer, the Bids will be received upto the appointed time on next working day.

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

20.3 In case of tender document being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document, he shall be issued a printed set of document under acknowledgement with a condition that the printed version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the port's printed document shall prevail. Besides, the tendered shall be liable for legal action for the lapses.

21 Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in **Clause 20** will be returned unopened to the bidder.

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in **Clause 20**.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with **Clauses 18 & 19**, with outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.

22.3 No bid shall be modified by the bidder after the deadline for submission of bids.

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

22.5 Bidders may only offer discounts to or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause or included in the original Bid submission.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 On the due date and appointed time as specified in Clause 20, the Employer will first open Technical bids of all received (except those received late) including modifications made pursuant to clause 22 in presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening declared a holiday by the Employer, the Bids will be opened at the appointed time and location on the next working day.

23.2 Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. Bids for which acceptable notice of has been submitted pursuant to **Clause 22** shall not be opened.

Bidder’s name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.

23.3 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. The sealed Financial Bid containing priced BOQ will be returned to him without opening. All valid financial Bids whose technical bids have been determined to be substantially responsive in accordance with clause 26 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, Bidder’s name, the Bid prices, the total amount of each Bid and of any alternatives Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at bid opening will not be taken into account in the Bid evaluation.

23.4. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause.23.3 and the minutes shall form part of the contract.

24. Process to be Confidential

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

25. Clarification of Bids

To assist in the examination, evaluation and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

Subject to Sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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

26. Examination of Technical Bids and Determination of Responsiveness

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

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

26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer and will not subsequently be made responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.

The envelope marked as financial bid of those bidders whose Technical bid has been determined to be non-responsive shall not be opened and will be returned unopened.

27 Correction of Errors

27.1 Bids determined to be substantially responsive, will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a) Where there is discrepancy between the rates in figures and in words for any rate in the unit rate column, the amount in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 16 F(b).

28. BLANK

29. Evaluation and Comparison of Financial Bids

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

29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) making any corrections for errors pursuant to **Clause 27**.
- b) making appropriate adjustments to reflect discounts or other price modification offered in accordance with **Sub- Clause 22.5**

29.3. The estimated effect of the price adjustment conditions under **Clause 47** of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under

the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those price with the implementation/construction methods and schedule proposed.

F. Award of Contract

30. Award Criteria

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

31. Employer's Right to accept any Bid and Reject any or All Bids

Notwithstanding Clause 30, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder of the grounds for the Employer's action.

32. Notification of Award and Signing of Agreement

32.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter(herein after and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the Execution, completion and maintenance of the Work by the Contractor as prescribed by the Contract(herein after and in the Contract called the "Contract Price")

32.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of **Clause 33**.

32.3. The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will signed by the Employer and the successful Bidder within 21 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt of, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

32.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been

unsuccessful and release their Bid security.

33. Performance Security

Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work and b) retention money to be recovered from Running Bills.

33.1 Performance Securities should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee, or Demand Draft within(21 days in case of domestics bid and within 28 days in case of global bids) of receipt of letter of acceptance and balance 5% recovered as retention Money from Running Bills. Recovery of 5% of Retention Money is to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance S.D to be refunded immediately not later than 14 days of completion of defect liability period.

33.2 Failure of the successful bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

34. Advance Payment

No advance payment will be made.

35. Conciliator

The Employer proposes that CIDC-SIDC Arbitration Centre be appointed as Conciliator under the Contract as provided in **Sub-Clause 24.1 of Section-3** of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in the bid.

36. Corrupt or Fraudulent Practices:

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

(a) defines, for the purpose of these provisions, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of

the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

36.2 Furthermore, bidder shall be aware of the provisions stated in Sub Clause 59.2 of section 3 of the Conditions of Contract.

.....

SECTION 2

**FORMS OF BID,
QUALIFICATION,
INFORMATION AND LETTER
OF ACCEPTANCE**

TABLE OF FORMS

01	FORM OF BID
02	CONTRACTOR'S BID
03	PRE-QUALIFICATION OF BIDDERS
04	LETTER OF ACCEPTANCE
05	NOTICE TO PROCEED WITH THE WORK
06	AGREEMENT FORM

FORM OF BID

(To be executed on bidder's letter head)

[The tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately]

Date _____

Tender No: EPL/OP/A/95.04/A/2013 - "Providing furniture and miscellaneous work in CISF barracks."

To

Ennore Port Limited,
P.T.Lee Chengalvaraya Naiker Maligai
No 23, Rajaji Salai
Chennai-600 001

We the undersigned, declare that:

(a) We have examined and have no reservations to the Tendering Documents, including Addenda No.: [Number and issuing date of Addenda, if any.]

(b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements in accordance with the tender documents bearing No.: EPL/OP/95.04/A/2013.

(c) The total price of our Tender, excluding any discounts offered in item (d) below, is : Rs. _____ (as filled in the price bid)

(d) The discounts offered and the methodology for their application are:

Discounts: If our tender is accepted, the following discounts shall apply (as filled in the price bid).

Methodology of Application of the Discounts. The discount shall be applied using the following method. (Specify in detail the method that shall be used to apply the discounts); [in case of Techno-Commercial offer shall be mentioned that "as filled in the Price Bid"]

(e) Our tender shall be valid for the period of 120 days from the date of fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with any extension of bid validity as per ITB, Sub-Clause 15.2.

- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with ITB, Clause No.34, for the due performance for the contract as specified in specimen form for the purpose.
- (g) We, including any subcontractors or contractors for any part of the contract, (Insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality each subcontractor and contractor).
- (h) We have no conflict of interest with (ITB Sub-Clause No.5)
- (i) Our firm, its affiliates or subsidiaries-including any subcontractors or contractors for any part of the contract-has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **ITB, Clause No.3**
- (j) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **ITB, Clause No.33** and as per specimen form the purpose.
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note clauses of (**ITB, NIT**) under which the contract is governed.
- (m) In case of out station firms, having a branch in India for liaison purposes, herein we mention the Name of the Contact person and Tel. no. Fax No. and mail-Id and also the complete postal Address of the firm.
- (n) We understand that the communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

Signed: (Signature of person whose name and capacity are shown)
In the capacity of: (Legal capacity of person signing the form of tender)
Name: (Complete name of person signing the Form of Tender)

Duly authorized to sign the Tender for and on behalf of (complete name of tender)

Dated on..... day of,..... (date of signing)

CONTRACTOR'S BID

Providing furniture and miscellaneous work in barracks

BID

To

The Ennore Port Limited

P.T.Lee Chengalvaraya Naicker Maaligai

No.23, Rajaji Salai,

Chennai – 600001

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of _____ (in figures). _____ (in letters).

The advance payment is not required as per rule.

We accept the appointment of _____ as the **Conciliator** (or)

We do not accept the appointment of _____ as the **Conciliator** and propose instead that _____ be appointed as **Conciliator** whose daily fees and biographical data are attached.

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “**Prevention of Corruption Act 1988**”

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our copy of Permanent Account Number (PAN).

Yours faithfully,

Authorized signature:

Name & Title of signatory

Name of Bidder

Address

Notes:

To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the form of bid.

Pre-QUALIFICATION OF BIDDERS

The information to be filled in by the Bidder in the following pages will be used for purposes of Pre-Qualification as provided for in the Instructions to Tenderers.

1. Only for Individual Bidders**1.1 Constitution or legal status of Bidder (attach copy)**

- Place of registration:
- Principal place of business
- Power of attorney of signatory of Bid (attach)

2. Turnover of the Firm

YEAR	TURN OVER
2008-2009	
2009-2010	
2010-2011	

Attachments: Financial reports like Balance sheet, Profit and Loss statements, Memo and copy of Income Tax return for the last three years (in case of Companies/ corporation) has to be enclosed.

3. Similar Works

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years.			

Attachments: Supporting documents, viz., successful completion certificates from clients, and other documentations to substantiate the similarity of work as per definition of "similar Work". Employer reserves the right to verify the information.

4. Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of work	Place & state	Contract No. & Date	Name and address of the port	Value of contract (Rs. Million)	Stipulated period of completion	Value of remaining to be completed	Anticipated date of completion

(B) Works for which bids already submitted:

Description of work	Place & State	Name & Address of Port	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)

- Attach certificate(s) from the Nodal Officer or his nominees(s)-in-charge.
5. The following Contractor's Equipment are essential for carrying out the works. The bidder should list all the information requested below.

6. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub Clause 4.3(e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Years of experience	Years of experience in the proposed position

7. Proposed sub-contracts and firms involved

Sections of the works	Value of sub-contract	Sub-Contractor (Name and address)	Experience in similar work

8. Information on litigation history in which the Bidder is involved.

Other party(ies)	Port	Cause of dispute	Amount	Remarks involved showing present status

9. Additional Information if any Bidder may like to submit

Duly authorized to sign this Authorization on behalf of (complete name of tenderer)

Dated on _____ day of _____, _____ (date of signing)

LETTER OF ACCEPTANCE

(On letter head paper of the port)

_____ (date)

To:

(Name and address of the contractor)

Dear Sirs,

Sub : Tender No: EPL/OP/95.04/A/2013 – Providing furniture and miscellaneous work in CISF barracks

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

This is to notify you that your Bid dated _____ for execution of the work of Providing furniture and miscellaneous work in CISF barracks at Ennore Port Limited for the contract price of Rupees _____ (amount in words and figures as corrected and modified in accordance with the Tender document is hereby accepted by the Employer/Board).

You are here by requested to furnish Performance Security, in the form detailed in Tender Document for an amount of Rs. _____ within _____ days of the receipt of this letter of acceptance valid upto 28 days from the date of completion of all contractual obligations expiry of taking over certificate subject to removal of Defects Period i.e. up to _____ and also sign the contract agreement within _____ days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed Letter of Acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Ennore Port Limited, Chennai

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

(Letterhead of the Port)

_____ dated

**[Only for those tenders requiring separate commencement letter especially
when site handling over is required as per tender conditions]**

To

(Name and address of the Contractors)

Dear Sirs,

Sub: Tender No.

Title of the Tender

Ref: Letter of Acceptance No. Dated:

Pursuant to your furnishing the requisite security as stipulated in [Clause 21 of General Conditions of Contract] and signing of the contract for execution of the of _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is here by notified that the [site] is being handed over to you w.e.f.[date] for execution of work in accordance with the contact documents.

Yours faithfully

Ennore Port Limited

CONTRACT AGREEMENT

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

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

This CONTRACT AGREEMENT is made

This _____ day of _____(month) TWO THOUSAND AND THIRTEEN.

BETWEEN

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

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

Whereas the Employer invited Tenders against tender no.EPL/OP/95.04/A/2013 for execution of “**Providing furniture and miscellaneous work in CISF barracks**”. viz. and has accepted a Tender by the Contractor in accordance with the supply/delivery schedules, in the sum of _____ [Contract Price in words and figures, expressed in the Contract currency(ies) [hereinafter called “the Contract Price”]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall constitute the contract between the ENNORE PORT LIMITED and the contractor, and each shall be read and construed as an integral part of the contract:

- (a) This contract Agreement;
- (b) Special Conditions of contract
- (c) General conditions of contract;
- (d) Technical Requirements (including schedule of Requirements and Technical Specifications, drawings);
- (e) Notice inviting tender;
- (f) Replies issued to the pre-bid queries, addenda is any issued [Numbers and dates];

- (g) The contractor's Bid and original price and Delivery schedules;
- (h) The Employer/Board's Notification of Award;
- (i) [Correspondence the Employer/Board had exchanged with the bidder till and after award of contract [specific letters and dates]
- (j) And [add any other document(s)]

AND WHEREAS

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

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with ENNORE PORT LIMITED that CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the ENNORE PORT LIMITED does hereby agree with CONTRACTOR that ENNORE PORT LIMITED will pay to contractor the respective amounts for the work actually done by him and approved by EMPLOYER as per payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

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

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

For and on behalf of the Ennore Port Limited

Signed:

Ennore Port Limited, Chennai

In the presence of

Witness:

- 1.
- 2.

For and on behalf of the Contractor

Signed:

Designation:

In the presence of

Witness:

- 1.
- 2.

SECTION – 3
CONDITIONS OF CONTRACT

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The Conciliator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instances as provided for in **Clauses 24 and 25**. The name of the Adjudicator is defined in the Contract Data.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in **Clause 44** hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Nodal Officer or his nominee in accordance with **Sub Clause 55.1**.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in **Clause 2.3** below.

The **Contract Data** defines the documents and other information, which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Nodal Officer or his nominee** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Nodal Officer or his nominee by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those, which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Nodal Officer or his nominee.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Nodal Officer or his nominee which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

The **Trained Work Person** are those employed/ proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government of India.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Nodal Officer or his nominee will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contract Data
- (4) Conditions of Contract including Special Conditions of Contract
- (5) Specifications
- (6) Drawings
- (7) Bill of Quantities and
- (8) any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

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

4. Nodal Officer or his nominee's Decisions

4.1 Except where otherwise specifically stated, the Nodal Officer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Nodal Officer or his nominee may delegate any of his duties and responsibilities to other people except to the Conciliator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

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

7. Joint Venture. (NOT APPLICABLE)

8. Subcontracting

8.1 The Contractor may subcontract with the approval of the Nodal Officer or his Nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

Other Contractors

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

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Nodal Officer or his nominee. The Nodal Officer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Nodal Officer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

11.1 The Employers risks are

(a) in so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed.

(i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies;

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

12. Contractor's Risks

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

13. Insurance

13.1 The Contractor shall provide CAR policy in the joint names of the Employer and the Contractor, for the contract value insurance cover from the Start Date to the end of the Defects Liability Period, for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Nodal Officer or his nominee.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

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

15. Queries about the Contract Data

15.1 The Nodal Officer or his nominee will clarify queries on the Contract Data.

16. Contractor to Construct the Works

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

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Nodal Officer or his nominee, and complete them by the Intended Completion Date.

18. Approval by the Nodal Officer or his nominee

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 No payment will be made for the temporary works required for the proper completion of the permanent works.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Nodal Officer or his nominee before their use.

19. Safety

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

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

21. Possession of the Site

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

22. Access to the Site

22.1 The Contractor shall allow the Nodal Officer or his nominee and any person authorized by the Nodal Officer or his nominee access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Nodal Officer or his nominee, which comply with the applicable laws where the Site is located.

24. Disputes

24.1 If the Contractor believes that a decision taken by the Nodal Officer or his nominee was either outside the authority given to the Nodal Officer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of the Nodal Officer or his nominee's decision.

25. Settlement of Disputes

25.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any disagreement by either party with any action, inaction, opinion,

instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRB] in case of contracts valuing more than Rs.5 Crores and above, and for contracts valuing less than Rs. 5 crores, the dispute will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

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

25.2 Decision by Conciliator

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

25.3 Arbitration

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

- (i) A dispute with Dispute Review Expert shall be finally settled by arbitration in accordance with the *Indian Arbitration and Conciliation Act, 1996*, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference CIDC – SIAC Arbitration Centre from their panel.
- (ii) Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Nodal Officer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendation/decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- (iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Nodal officer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the

works. Neither party shall be entitled to suspend the works to which the dispute relate, and payment to the contractor shall be continued to be made as provided by the contract.

(iv) If one of the parties fail to appoint its arbitrators in pursuance of **Sub-Clause (i)**, within 14days after receipt of the notice of the appointment of its arbitrator by the other party, then Chairman of the nominated institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the Chairman's order, making such an appointment shall be furnished to both the parties.

(v) Arbitration proceedings shall be held at Chennai, Tamil Nadu, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be 'English'.

(vi) The decision of the majority of the arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. Of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

(vii) All arbitration awards shall be in writing and shall state the reasons forth award.

(viii) Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

26. Replacement of Conciliator.

26.1 Should the Conciliator resign or die, or should the Employer and the contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the contract; a new conciliator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 day the Conciliator shall be appointed by the party within 14 days of receipt of such request.

B. Time Control

27. Program

27.1 Within the time stated in the Contract Data the Contractor shall submit to the Nodal Officer or his nominee for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Nodal Officer or his nominee, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Nodal Officer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

27.4 The Nodal Officer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Nodal Officer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1 The Nodal Officer or his nominee shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2 The Nodal Officer or his nominee shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Nodal Officer or his nominee for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

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

30. Delays Ordered by the Nodal Officer or his nominee

30.1 The Nodal Officer or his nominee may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1 Either the Nodal Officer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Nodal Officer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be

decided by the Nodal Officer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

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

32.2 The Contractor shall cooperate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.

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

C. Quality Control

33. Identifying Defects

33.1 The Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.

34. Tests

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

35. Correction of Defects

35.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

36. Uncorrected Defects

36.1 If the Contractor has not corrected a Defect within the time specified in the Nodal Officer or his nominee's notice, the Nodal Officer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control**37. Bill of Quantities**

37.1 The Bill of Quantities shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate(s) to allow for the change.

38.2 The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the Prior approval of the Employer.

38.3 If requested by the Nodal Officer or his nominee, the Contractor shall provide the Nodal Officer or his nominee with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programs produced by the Contractor.

40. Payments for Variations

40.1 Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price. Within 14 days of the date of instruction for executing varied work, extra work or substitution and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

40.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

- (i) Rates and prices in contract, if applicable plus escalation as per contract
- (ii) Rates and prices in the Schedule of Rates applicable to the Contract plus ruling percentage.
- (iii) Market rates of materials and labour, hire charges of plant and machinery used, plus 15% for overheads and profits of contractor.

40.3 For items in the Bill of Quantities but where quantities have increased beyond the variation limits the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

- (i) Rates and prices in contract, if reasonable plus escalation, failing which (i) and (ii) below will apply.
- (ii) Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
- (iii) Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.

40.4 If there is delay in the Employer and the contractor coming to an agreement on the rate of extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.

40.5 If the Nodal Officer or his nominee decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

41. Cash flow forecasts

41.1 When the Program is updated, the Contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.

42. Payment Certificates

42.1 The Contractor shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2 The Nodal Officer or his nominee shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after

taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in the conditions set forth in sub-clause 51(3) of the contract Data (Secured Advance)

42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

43.1 Bills shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. System of 2 copies of measurements, one each for Contractor, Employer and signed by both Contractor and Employer shall be followed.

43.2 **75%** of the amounts certified by the Nodal Officer or his nominee within 14 days of submission of the bill. Balance amount of the verified bill should be paid within 28 days of the submission of the bill.

43.3 Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his Nominee shall check the bill within 60 days after its receipt and return the Bill to Contractor for corrections, if any 50% of the undisputed amount shall be paid to the contractor at the stage of returning the bill.

43.4 The contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The resubmitted bill shall be checked and paid within 60 days of its receipt.

43.5 If an amount certified is increased in a later certificate as a result of award by the Conciliator or an Arbitrator, the Contractor shall not be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.6 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.2 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Nodal Officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

45. Tax

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the Employer on production of documentary evidence.

46. Currencies

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

47. Price Adjustment.

No escalation will be paid. The quoted rate is firm throughout the contract period.

48 Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2 Retention Money shall be deducted at 5% from each running Bill subject to a maximum of 5% percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

49. Liquidated Damages

49.1 In case of delay in completion of the contract, liquid damages (L.D) may be levied at the *rate of ½%* of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

(i) The owner, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to *half per cent (1/2%)* of the contract value of the works for each week or part of the week subject to the ceiling defined in **Sub-Clause- 49.1**.

(ii) The owner, if not satisfied that the works can be completed by the contractor and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right or remedy available in that behalf, to rescind the contract.

(iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

(iv) In the event of such termination of the contract as described in Clauses-49(ii) & 49(iii) or both the owner shall be entitled to cover L.D up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

(v) The ceiling of L.D is 10% of the project cost.

(vi) In case part/portions of the work can be commissioned and Port operates the portion for commercial purposes, the rate of L.D will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

(Note: Contract price for LD shall be inclusive of tender price plus taxes and duties.)

50 Incentives or Bonus – Deleted.

51 Advance Payment

No advance payment will be paid.

52. Performance Securities

52.1 Security deposit shall consist of two parts-

- a. Performance Security to be submitted at award of the work
- b. Retention Money to be recovered from Running Bills.

52.2 Performance Securities should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee or Demand Draft within 21 days in case of domestic bid and within 28 days in case of global bids of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% for each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.

52.3 The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period.

54. Cost of Repairs

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

E. Finishing the Contract

55. Completion

55.1 After completion of the work, the contractor will serve a written notice to the Nodal Officer or his nominee/Employer to this effect. The Nodal Officer or his nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Nodal Officer or his nominee/Employer would be rectified by the Contractor within 14 days and the after accept report to be signed jointly by the contractor and the Employer. This joint acceptance report shall be treated as "Completion Certificate".

56. Taking Over

56.1 The Employer shall take over the Site and the Works within seven days of the Nodal Officer or his nominee issuing a certificate of Completion.

57. Final Account

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

58. Operating and Maintenance Manuals

58.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Nodal Officer or his nominee’s approval, the Nodal Officer or his nominee shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Nodal Officer or his nominee;

(b) the Nodal Officer or his nominee instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Nodal Officer or his nominee is not paid by the Employer to the Contractor within 50 days of the date of the Nodal Officer or his nominee’s certificate;

(e) the Nodal Officer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

(i) if the Contractor has contravened Clause 7.1 and clause 9.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

59.3 When either party to the Contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under **Sub Clause 59.2** above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience subject to payment of compensation to the Contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for extra or additional items.

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

60. Payment upon Termination

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. Property

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

62. Release from Performance

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

63. Additional Clause**63.1 Site Order and Instruction**

A site order book shall be maintained on the site and it shall be the property of Employer and the Contractor or his authorised representative shall promptly sign orders given therein by the Engineer or his authorised representative and comply with them. The compliance shall be reported by Contractor to the Engineer in sufficient time so that it can be checked. The blank site order book with machine numbered pages in duplicate with perforated sheet for three copies to be detached will be provided by the Employer for this purpose. Whenever any instructions are written in the work order book, the Contractor shall be supplied the first carbon copy, one copy shall be supplied to the Employer or his site representative and remaining copies shall be retained by the Engineer.

63.2 Notice to Engineer

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

SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

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

The Contractor shall, if required by the Nodal Officer or his nominee, deliver to the Nodal Officer or his nominee a return in detail, in such form and at such intervals as the Nodal Officer or his nominee may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Nodal Officer or his nominee may require.

2. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Nodal Officer or his nominee /Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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

a) **Workmen Compensation Act 1923**: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) **Payment of Gratuity Act 1972**: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) **Employees P.F. and Miscellaneous Provision Act 1952**: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

- (i) Pension or family pension on retirement or death, as the case may be.
- (ii) Deposit linked insurance on the death in harness of the worker.
- (iii) Payment of P.F. accumulation on retirement/death etc.

d) **Maternity Benefit Act 1951**: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) **Contract Labour (Regulation & Abolition) Act 1970**: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

f) **Minimum Wages Act 1948**: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.

g) **Payment of Wages Act 1936**: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) **Equal Remuneration Act 1979**: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) **Payment of Bonus Act 1965**: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain

establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.



SECTION – 4
Contract Data

Contract Data

**Items marked "N/A" do not apply in this Contract.
The following documents are also part of the Contract**

The following documents are also part of the Contract

	Clause Reference
1.The Schedule of other Contractors – Not applicable	8 of Sec-3
2.The Schedule of Key personnel	9 of Sec-3
The above instructions should correspond to the information provided in the invitation of Bids.	
3 The Employer is Name: ENNORE PORT LIMITED, 23, Rajaji Salai, Chennai – 600 001.	1.1 of Sec-3
4 Name of authorized Representative – DGM(Civil), Ennore Port Limited, Chennai – 600 120.	
5. The Nodal Officer is: (Will be intimated later)	
6. Nodal Officer's nominee: (Will be intimated later)	
7. The name and identification number of this contract – <i>Providing furniture and miscellaneous work in CISF barracks EPL/OP/95.04/A/2013</i>	
8. The works consist of Providing furniture and miscellaneous work in CISF barracks.	
9. The Start Date shall be 14 days for the date of issue of the Notice to proceed with the work/LOA	1.1 of Sec-3
10. The Intended Completion Date for the whole of the Works is THREE (03) months reckoned from 'Start Date'. The contractor should indicate the Milestone for the completion of each item of works in the program and get the approval of the Nodal Officer or his nominee. Milestone Dates - Not Applicable	
<u>Physical works to be completed</u> <u>Period from the date of issue of LOA</u>	
Milestone1. - Not Applicable	
Milestone2. - Not Applicable	
Milestone3. - Not Applicable	
11.The Site is located at Ennore Port Premises in the State of Tamil Nadu.	
12.The following documents also form part of the Contract	2.3 of Sec-3
13.The contractor shall submit a Program for the works within 15 days of delivery of the letter of Acceptance.	27.1 of Sec-3
14.The Defect liability period is Twelve (12) months from the date of issue of Taken Over Certificate.	35 of Sec-3
15.The minimum insurance cover for the contract value provided in the form of CAR policy for the contract, valid till completion of defect liability period.	
16.The following events shall also be Compensation Events:	44 of Sec-3
17.The Employer terminates the contract for his convenience	59 of Sec-3
18.The period between Programme updates shall be 30 days.	27 of Sec-3

19.The language of the Contract documents is English	03 of Sec-3
20.The law which applies to the Contract is the law of Union of India	03 of Sec-3
21.The currency of the Contract is Indian Rupees	46 of Sec-3
22.Fees and Types of reimbursable expenses to be paid to the Dispute Review Expert	25 of Sec-3
22. Appointing Authority for Conciliator CIDC – SIAC Arbitration Center.	26 of Sec-3

SECTION – 5

**SITE CONDITION AND
SPECIFICATIONS**

Contents

PART I	MATERIAL AND WORKMANSHIP
PART II	SPECIFICATION OF MATERIALS

PART I**MATERIAL AND WORKMANSHIP****1. GENERAL PROVISION****1.1 STANDARDS**

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

IS / BIS: Indian Standards

BSS: British Standard Specification

CP: British Standard Code of Practice

ASTM: Standard of the American Society for Testing Materials

1.2 STANDARD PRODUCTS

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

2TEST CERTIFICATES

Where specified, each consignment of materials or products intended for use in the Permanent works shall be accompanied by a manufacturer's test certificate showing that it conforms in all respects to the appropriate standards and specifications. If no such certificates are enclosed, the Engineer shall have the materials or products tested by a nominated testing authority. The costs of such tests shall be borne by the Contractor.

3AS-BUILT DRAWING

During performance of work under this contract, the Contractor shall keep at the site of the works, records as a set of transparencies which shall be kept marked up

in detail to indicate such changes or additions as may be requested by the Engineer or required to suit field or other conditions. Whenever, requested by the Engineer during the execution of the works, the contractor shall submit copies of these up-to-date drawings. After completion of the project in all respects, the contractor shall submit as-executed drawings incorporating all changes made by the Engineer during execution, in the form of CDs along with one set of hard copies.

4.WORKS TO BE KEPT DRY

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

5. MATERIALS AND WORKMANSHIP

5.1 QUALITY OF MATERIALS, WORKMANSHIP AND TESTING FACILITIES

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

5.2 SAMPLING Samples shall be taken in accordance with the relevant standards and in such a way and number that they can be considered to be representative of the full quantity of materials from which they are taken. Samples submitted for approval of materials to be supplied, or of the standard of workmanship and subsequently approved will be kept by the Engineer's Representative who may reject all materials or workmanship not corresponding in quality and character with the approved samples. Suitable labeled boxes or containers for the transport and storage of samples shall be provided by the Contractor.

5.3 TESTING

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

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

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

5.4 PREVENTION OF DAMAGE TO MATERIALS

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

5.5 COSTS OF COMPLIANCE

The costs incurred by the Contractor in complying with the provisions of Clause 5 shall be borne by the Contractor provided that the Employer shall not be reimbursed to Contractor.

Notwithstanding the above provisions, the costs incurred by the Contractor in complying with the provisions of this Clause shall entirely be borne by the Contractor if the test shows workmanship, materials or things not in accordance with the provisions of the Contract or the Engineer's instructions.

5.6 COMPLIANCE NO REASON FOR EXTENSION OF TIME

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

5.7 INSPECTION BEFORE CONCEALMENT

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

6 LEVELS AND DIMENSIONS

The Contractor shall carryout his own surveys and measurements to verify existing levels and dimensions of existing features shown on the drawings, as and when deemed necessary by him. Wherever dimensions or levels are shown on the Drawings such dimensions or levels shall take precedence over dimensions scaled from the Drawings and scaled dimensions shall be used only in the absence from the Drawings and/or elsewhere of other more precise information. Large scale Drawings shall be used in preference to drawings of a smaller scale. In the event of

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

7. SETTING OUT

7.1 SETTING OUT THE WORKS

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

7.2 CHECKING OF SETTING OUT

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

7.3 DATA FOR SETTING OUT THE WORKS

Prior to commencement of work, the Contractor shall engage a qualified Surveyor to check the locations and levels of the existing reference points at the Site and install additional reference points for his works, which will not be affected by construction operations. Coordinates and levels of existing reference points will be provided by the Engineer but the Contractor shall carry out all additional survey and leveling work necessary for setting out the works in fulfillment of his obligations.

8. CONDITIONS OF SITE

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

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

PART II
SPECIFICATION OF MATERIALS

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

1 Wood work

All timbers used for carpentry and joinery work shall be new. It shall be sound straight free from sap, radial cracks, decay, fungal growth, boxed heart, pitch pockets, borer holes, splits, loose knots, flaws or any other defects and shall show a clean surface when cut. The timber shall conform to the requirement of IS:1003 (Part I & II) – 1983 -1997. The finished component shall be given suitable preservative treatment wherever necessary.

2 Teak wood

The timber shall be good quality and well seasoned. It shall be of fairly uniform colour and shall be free from defects such as crack, dead knots, shakes etc. No individual hard and sound knot shall not exist 2% area of the piece. Wood shall be generally free from sap wood but traces of the same shall be allowed. The timber shall be fairly grained having knot less than two growth per cm width in cross section.

3 Plywood

Plywood for genral purpose shall conform to IS: 303 – 1989. Depending on types of adhesive used for bonding veneers, it is of 4 grades, BWP (boiling water proof), BWR (boiling water resistance), WWR (warm water resistant), CWR (cold water resistant). Any species of timber may be used for plywood manufacture.

4 Veneered decorative plywood

The quality of plywood shall conform to IS:1328 – 1982

5 Fittings for doors and windows etc.

Fittings shall be of iron, brass, Aluminium or as specified. These shall be well made reasonably smooth and free from sharp edges, corners, flaws and other defects. Screw holds shall be counter sunk to suit the head of specified wood screws. All hinge pins shall be of steel and there riveted head shall be well formed.

6 Tarring

Timber in contact with earth, plaster or masonry shall be treated with boiling coal tar or two coats of wood preservative treatment like hot solingnum or creosote oil

etc. before fixing the frame in position.

7 Glass

10.1 Plain, ground, frosted or rough cast wired glass shall be used as shown on the drawing/as specified in the schedule of items. All glass pan shall be free from flaws, specks, bubbles etc.

8 Plastic (Acrylic) emulsion paint

Plastic emulsion paint of approved manufacture shall be used unless otherwise specified and shall comply IS:5411 (Part I) -1974 & (Part II) – 1972 as applicable. Cement primer used for priming work shall be of the same manufacture as that of plastic emulsion paint used.

SECTION – 8

**FORMS OF SECURITIES AND
OTHER FORMATS**

FORMS OF SECURITIES AND OTHER FORMATS

Acceptable forms of securities are annexed. Bidders should not complete the performance security forms at this time. Only the successful bidder will be required to provide performance securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

SPECIMEN EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- non-judicial stamp paper]
[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [Name and Address of Employer/Board]

Date: _____

TENDER GUARANTEE NO.: _____

We have been informed that [name of the tenderer] (hereinafter called "The Tenderer") has submitted to you its Tender dated (hereinafter called "The Tender") for the execution of [name of contract] under Invitation for Tenders No.[number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we (name of Bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its tender during the period of tender validity specified by the tenderer in the form of Tender; or
- (b) having been notified of the acceptance of its tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the form of agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/Board:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) if the Tenderer is not the successful tenderer, upon the earlier of
 - (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof.;

consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. This Guarantee is encashable at Chennai.

[Signature(s)]

[Authorisation letter from the issuing bank that the signatory of the BG is authorized to do so should also be enclosed]

SPECIMEN BANK GUARANTEE

PERFORMANCE GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs.100/-non-judicial stamp paper)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

1. In consideration of the Board of Directors of Ennore Port Limited incorporated by the Companies act, 1956 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Directors of the port of Ennore Port Limited, its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and conditions of the contract, vide _____'s letter No. _____.(Name of the Department) date ____ made between the contractors and the board for execution of _____ covered under Tender No. _____ dated ____ (hereinafter called "the said contract") for the payment of security deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and conditions of the said contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the bank and address) _____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, (Name of the Bank), (Name of the Branch), 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 which would be caused to or suffered by the board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the contractors failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this

guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, (Name of bank and Branch), undertake to pay to the board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We, (Name of Bank and Branch) further agree with the board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the bank shall be the request of the board but at the cost of the contractors, renew or extend this guarantee for such further period or periods as the board may require from time to time.

5. We, (Name of Bank and Branch) further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said contractors 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 contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the contractors or by any such matter or thing whatsoever which under the law relating sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.

8. We, _____ bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the board in writing.

9. *Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only);

b) This Bank Guarantee shall be valid up to _____; and

c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of guarantee).

Date _____ day of _____ 2012

For (Name of bank)

(Name)

Signature

DISPUTES REVIEW BOARD AGREEMENT

(To be executed on Rs.100/- non-judicial stamp paper)

THIS AGREEMENT, made and entered in to this _____ day of _____
20___. Between _____ (“the Employer/Board”) and _____ (“the
Contractor”), and the Disputes Review Board (“the DR Board”) consisting of
One/three DR Board Members, (Members from either party, i.e., contractor and
Employer/Board)

(1).....

(2).....

(3).....

[Note: Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/Board and the Contractor have contracted for the
execution of(Project
Name).....(the “contract”) and WHEREAS, the contract provides for the
establishment and operation of the DR Board NOW THEREFORE, the parties
hereto agree as follows:

1. The parties agree to the establishment and operation of the DR Board in
accordance with this DR Board Agreement.
2. Except for providing the services required hereunder, the DR Board members
should not give any advice to either party or to the Engineer concerning conduct of
the works.

The DR Board Members:

- (a) shall have no financial interest in any party to the contract or the Engineer or a
financial interest in the contract, except for payment for services on the DR Board.
- (b) shall have had no previous employment by, or financial ties to, any party to the
contract, or the Engineer, except for fee based consulting services on other
projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) shall have disclosed in writing to the parties prior to signature of this
Agreement any and all recent or close professional or personal or personal
relationships with any director, officer, or employee of any party to the contract, or

the Engineer, and any and all prior involvement in the project to which the contract relates;

(d) shall not, while a DR Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the Engineer, except as a DR Board Member.

(e) shall not, while a DR Board Member, engage in discussion or make any agreement with any party to the contract, or with the Engineer regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed;

(f) shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Engineer, and one another any fact or circumstances which might be such to cause either the port or the contractor to question the continued existence of the impartiality and independence required of DR Board Members.

2. Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/Board, the Contractor, the Engineer and one another any fact or circumstances which might be such to cause either the Employer/Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.

4. The contractor shall:

a) furnish to each DR Board Members one copy of all documents which the DR Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the contract.

b) in co-operation with the Employer/Board, co-ordinate the site visits of the DR Board, including conference facilities, and secretarial and copying services.

5. The DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over certificate and the DR Board's issuance of its Recommendations on all disputes referred to it.

6. DR Board Member, shall not assign or subcontract any of their work under this Agreement.

7. The DR Board Members are independent and not employees or agents of either the Employer/Board or the Contractor.

8. The DR Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.

9. Fees and expenses of the DR Board Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the DR Board requires special services, such as accounting, data research and the like, both parties must agree and the costs shall be shared by them as mutually agreed.

10. DR Board site visits:

a) The DR Board shall visit the site and meet with representatives of the Employer/Board and the contractor and the Engineer at regular intervals, at times of critical construction events, and at the written request of either party. The timing of site failing agreement shall be fixed by the DR Board.

b) Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer/Board, the contractor and the Engineer .

c) If requested by either party or the DR Board, the Employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the Engineer

11. Procedure for disputes referred to the DR Board:

a) If either party objects to any action or inaction of the other party or the Engineer , the objecting party may file a written Notice of Dispute to the other party with a copy to the Engineer stating that it is given pursuant to clause[number] and stating clearly and in detail the basis of the dispute.

b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.

c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the Nodal

Officer or his nominee stating that it is made pursuant to [insert relevant clauses No.]

d) The request for recommendation shall state clearly and in full details the specific issues of the dispute to be considered by the DR Board.

e) When a dispute is referred to the DR Board, and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.

f) During the hearing, the contractor, the Employer/Board, and the Engineer shall each have ample opportunity to be heard and to offer evidence.

The DR Board's Recommendations for resolution of the dispute will be given in writing to the Employer/Board, the contractor and the Engineer as soon as possible, and in any event not more than 28days after the DR Board's final hearing on the dispute.

12. Conduct of Hearings:

a) Normally hearing will be conducted at the site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DR Board. Private Sessions of the DR Board may be held at any location convenient to the DR Board.

b) The Employer/Board, the Engineer and the contractor shall have representatives at all hearings.

c) During the hearings, no DR Board Member shall express any opinion concerning the merit of any facet of the case.

d) After the hearing are concluded, the DR Board shall meet privately to formulate its recommendations. All DR Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Nodal Officer or his nominee. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The DR Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties.

[Note: Delete if it is one member D RBoard]

13. If during the contract period, the Employer/Board and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Employer/Board and the contractor may together disband the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightaway. The Employer/Board and the contractor shall jointly sign a notice specifying that the DR Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

(Project Title)

Ref: _____

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

(a) The information furnished in our bid is true and accurate to the best of my knowledge.

(b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of a tender on the basis of provisions made in the tender documents to follow.

(c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

(d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.

(e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal / contractual obligations[delete if not required].

Date:

Place:

Name of the applicant:

Represented by (Name & capacity:

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,
DGM(Civil)
Ennore Port Limited
23, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: Our Bank Guarantee No. _____ dated _____
for Rs. _____ favouring yourselves issued on a/c of
M/s. (Name of the contractor)

.....
We confirm having issued the above mentioned guarantee favouring yourselves,
issued on account of M/s. _____ validity for expiry upto date _____
and claim expiry date upto _____.

We also confirm 1) _____ 2) _____ is / are empowered to
sign such Bank Guarantee on behalf of the Bank and his/their signatures is / are
binding on the Bank.

Name of Signature of Bank Officer

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

(To be executed on Rs.100/- non-judicial stamp paper)

To

DGM(Civil)
Ennore Port Limited
23, Rajaji Salai,
Chennai – 600 001

Dear Sir,

We _____ do hereby confirm that Shri_____ (Name, designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender no. _____ and his specimen signature is appended here to.

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.

We understand that the communication made with him by the Employer/Board shall be deemed to have been done with us in respect of this Tender.

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

EXCEPTIONS AND DEVIATIONS

As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sl.No	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation

Note: However, the Bidders to note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from Bid conditions, specifications, delivery schedules, commercial terms as per the tender document.

Duly authorized to sign this Authorization on behalf of : (complete name of tenderer)

Dated on _____ day of _____, _____ (date of signing)