



COCHIN PORT TRUST

Civil Engineering Department

E-Tender No. T15/T-1946/2021-C

NOTICE INVITING REQUEST FOR PROPOSAL FOR

Construction of International and Domestic Cruise Terminal and
Other Allied Facilities at Mormugao Port Trust



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Willingdon Island, Cochin-682009, Kerala
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GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

Definitions	<p>1. The Contract means the documents forming the RFP and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Cochin Port Trust and the Contractor, together with the documents referred to therein including these conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge or his authorised representative and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.</p> <p>2. In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them:-</p> <ul style="list-style-type: none"> i. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the Contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. ii. The Site shall mean the land, places on, into or where work is to be executed under the Contract or any adjacent land, path or street or where work is to be executed under the Contract or any adjacent land, path or street which may be temporarily allotted or used for the purpose of carrying out the Contract. iii. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. iv. The Engineer-in-Charge means the Engineer Officer who shall be in charge of the work and who shall sign the Contract on behalf of the Cochin Port Trust. v. Accepting Authority shall mean the 'Board of Trustees' for Cochin Port trust or its authorised representative. vi. Excepted Risks are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the Contractor has no control like lockdown/Covid Pandemic and accepted as such by the Accepting Authority. vii. Market Rate shall be the rate as decided by the Engineer-in-
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	<p>Charge on the basis of the cost of materials and labour at the Site where the work is to be executed plus the percentage mentioned in appropriate schedule to cover all overheads and profits.</p> <p>Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the Contractor as per terms of Contract.</p> <p>Schedule(s) referred to in these conditions shall mean the relevant Schedule(s) annexed to the RFP documents or the standard Schedule of Rates of the government mentioned in appropriate Schedule hereunder, with the amendments thereto issued upto the date of receipt of the Bid.</p> <p>viii. Department means Civil Engineering Department of Cochin Port Trust for which has invited the Bid on behalf of Mormugao Port Trust as specified in appropriate Schedule.</p> <p>ix. Bid value means the value of the entire work as stipulated in the letter of award.</p> <p>x. Date of commencement of work: The date of commencement of work shall be the date of start as specified in appropriate schedule or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the Bid document.</p> <p>xi. GST shall mean Goods and Service Tax – Central, State and Inter State.</p>
Scope and Performance	<p>3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.</p> <p>4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.</p> <p>5. The Contractor shall be furnished, free of cost four certified copies of the Contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the RFP documents. None of these documents shall be used for any purpose other than that of this Contract.</p>
Works to be carried out	<p>6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include design, detailed engineering, supply/constructions, providing all labourers, materials, tools, plants, equipment and transport, which may be required in preparation of and for and in the full and entire execution and completion of the works including temporary works and maintenance work of landscaping area as may be required for completion of the work. The descriptions given in the appropriate Schedule of Employer's Requirements/Job Matrix shall, unless otherwise stated, be held to include both temporary works and final works including wastage on materials, carriage and cartage,</p>

	carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid, in accordance with good practice and recognized principles.
Sufficiency of Bid	7. The Contractor shall be deemed to have satisfied themselves before submission of the RFP as to the correctness and sufficiency of his RFP for the Project and of the rates/prices quoted in the appropriate Schedule for Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper Completion and Maintenance of the works.
Signing of Contract	8. The successful Bidder/Contractor, on acceptance of their RFP by the Accepting Authority shall sign the Contract Agreement within 28 days. The Contract Agreement shall inter alia consist of:- <ul style="list-style-type: none"> i. the notice inviting RFP, all the documents including drawings, forming the RFP as issued at the time of invitation of RFP and acceptance thereof together with any correspondence leading thereto. ii. Standard Form as mentioned in appropriate Schedule consisting of:- <ul style="list-style-type: none"> a) Various standard clauses as stipulated in appropriate Schedule along with Annexures thereto. b) Safety Code. c) Model Rules for the protection of health, sanitary arrangements for workers employed by Contractor. d) Contractor's Labour Regulations. e) List of Acts and omissions for which fines can be imposed. iii. No payment for the work done will be made unless Contract is signed by the Contractor.

General Conditions of Contract

CLAUSE OF CONTRACT	
Clause 1	
Performance Guarantee	<p>i. The contractor shall submit an irrevocable Performance Guarantee of 3% (three percent) of the quoted amount in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the Contract agreement, (not withstanding and/or without prejudice to any other provisions in the Contract) within period specified in appropriate Schedule from the date of issue of Letter of Award. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in appropriate Schedule on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of BG of any Scheduled Bank of India in accordance with the form annexed hereto.</p> <p>ii. The Performance Guarantee (to be submitted as per FORMAT-I) shall be valid up to the stipulated date of Defect Liability Period plus minimum 60 days beyond that. In case the Defect Liability Period got extended due to time for completion of work, the contractor shall get the validity of Performance Guarantee extended to cover such extended period of time plus minimum 60 days beyond that. Performance Guarantee will be refunded without any interest within 30 days on completion of Defect Liability Period.</p> <p>iii. The Engineer-in-Charge shall not make a claim under the Performance Guarantee except for amounts to which the Cochin Port Trust is entitled under the Contract (not withstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:</p> <ol style="list-style-type: none"> Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee. Failure by the contractor to pay Cochin Port Trust any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge. <p>iv. In the event of the Contract being determined or rescinded under provision of any of the Clauses/Conditions of the</p>

	Agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Cochin Port Trust.
Clause 2	
Compensation For Delay	<p>If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and hand over the completed Project on or before the Contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, they shall, without prejudice to any other right or remedy available under the law, , pay as compensation , the amount calculated at the rates stipulated below as the authority specified in Appropriate Schedule may decide on the amount of accepted Bid Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the Project remains incomplete.</p> <p>Compensation for delay of work:- With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.</p> <p>Provided always that the total amount of compensation for delay to be realised under this condition shall not exceed 10 % (ten percent) of the accepted Bid Value of work or of the accepted Bid Value of the Sectional part of the project as mentioned in appropriate Schedule for which a separate period of completion is originally given.</p> <p>In case no compensation has been decided by the Engineer-in-Charge during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer-in-Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of Contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for, while deciding the period for levy of compensation.</p> <p>However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.</p>

Compensation for Delay	<p>Provided that, compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to the right of action by the Engineer-in- Charge under clause 3 for delay in performance and claim of compensation under that clause.</p> <p>In case action under clause 2 has not been finalised and the work has been determined under clause 3, the right of action under this clause shall remain post determination of Contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in appropriate Schedule, after due consideration of justified extension. The compensation for delay, if not decided before the determination of Contract, shall be decided after the determination of Contract.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other Contract with the Cochin Port Trust. In case, the contractor does not achieve a particular milestone mentioned in appropriate Schedule, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount.</p>
Clause 3	
When Contract can be Determined	<p>Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this Contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing, absolutely determine the Contract in any of the following cases:</p>

- i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii. If the contractor fails to complete the work or section of work with individual date of completion, on or before the stipulated or justified extended date, and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the Contract, has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement, by his own assessment making such time essence of Contract and in the opinion of Engineer-in-Charge, the contractor will be unable to complete the same or does not complete the same within the period specified.
- iv. If the contractor persistently neglects to carry out his obligations under the Contract and/ or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the contractor shall offer or give or agree to give to any person of Cochin Port Trust or Mormugao Port Trust or the consultant/s of the project or to any other person on his behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for Cochin Port Trust.
- vi. If the contractor shall enter into a Contract with Cochin Port Trust in connection with which commission has been paid or agreed to be paid by them or to their knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii. If the contractor had secured the Contract with Cochin Port

	<p>Trust as a result of wrong bidding or other non-bonafide methods of competitive bidding or commits breach of Pre-Contract Integrity Pact.</p> <p>viii. If the contractor being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.</p> <p>ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.</p> <p>x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.</p> <p>xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of Contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge shall have powers:</p> <p>a) To determine the Contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Performance Guarantee under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Cochin Port Trust.</p>
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	<p>b) After giving notice to the contractor to measure up the work of the project executed by the contractor and to take such whole or the balance or part thereof, as shall be unexecuted, out of his hands and to give it to another contractor to complete the work. The contractor, whose Contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the project work or the performance of the Contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
Clause 3 A	<p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the Contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor to be refunded within 30 days.</p> <p>Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the Contract by either party.</p>
Clause 4	
Contractor liable to pay compensation even if action not taken under Clause 3	<p>In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause, he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire</p>

	<p>(the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works or the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the Contract rates if available or CPWD applicable Scheduled rate or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, the contractor or his authorised representative or other authorized agent to remove such tools, plant, materials, or stores from the premises/Project Site (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
Clause 5	
Time and Extension for Delay	<p>The time allowed for execution of the Works as specified in the appropriate Schedule or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in appropriate Schedule or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the Performance Guarantee shall be forfeited by the Engineer-in-Charge and shall be absolutely at the disposal of the Cochin Port Trust without prejudice to any other right or remedy available in law.</p>
5.1	<p>(i) As soon as possible but within 7 (seven) working days of award of work and in consideration of:</p> <ul style="list-style-type: none"> a) Schedule of handing over of Site as specified in the appropriate Schedule b) Schedule of issue of designs as specified in the appropriate Schedule, <p>the Contractor shall submit a Time and Progress Chart for each milestone. The Engineer-in-Charge may within 15 (fifteen) working days thereafter, if required modify, and communicate the program approved to the contractor,</p>

	<p>failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.</p> <p>(i) In case of non submission of programme component wise by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.</p> <p>(ii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.</p> <p>(iii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge including hard copies (4 Nos.) for the work done during previous month to the Engineer-in-Charge on or before 5th day of each month, failing which a recovery as per appropriate Schedule to be decided by the Engineer-in-Charge shall be made, on per week or part basis, in case of delay in submission of the monthly progress report.</p>
5.2	<p>If the work(s) be delayed by:-</p> <p>(i) force majeure including lockdown, or</p> <p>(ii) abnormally bad weather, or</p> <p>(iii) serious loss or damage by fire, or</p> <p>(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or</p> <p>(v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or</p> <p>(vi) any other cause like above, which, in the reasoned opinion of the Engineer-in-Charge, is beyond the Contractor's control;</p> <p>then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that</p>

	<p>may be reasonably required. to the satisfaction of the Engineer-in-Charge to proceed with the works.</p> <p>The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.</p>
5.3	<p>In case the work is hindered, by the Employer / Department or for any reason / event for which the Department is responsible, the authority as indicated in appropriate Schedule shall, if justified, give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2, the contractor shall be entitled to only extension of time and no damages.</p>
5.4	<p>Request for rescheduling of Milestones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 14 (fourteen) days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix–XV) to the authority as indicated in the appropriate Schedule. The Contractor shall indicate in such a request, the period by which rescheduling of milestone/s or extension of time is desired.</p> <p>With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme without causing any delay in execution of the work. A recovery as specified in appropriate Schedule shall be made, on per day basis in case of delay in submission of the revised programme.</p>
5.4.1	<p>In any such case the authority as indicated in appropriate Schedule may give a fair and reasonable extension of time for completion of work or reschedule the milestones, Engineer-in-Charge shall finalize / reschedule a particular milestone before taking an action against subsequent milestone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in the appropriate Schedule in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor</p>

	for extension of time, Engineer-in-Charge after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.
5.5	In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.
Clause 6	
Computerized Measurement Book	<p>Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement on completion of a milestone, the value of work done in accordance with the contract.</p> <p>All measurements as per the stage payments/milestones mentioned in Schedule F having financial value, shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the Department so that a complete record is obtained of all the stages of works performed under the contract.</p> <p>All such measurements recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections are made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.</p> <p>Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine</p>

numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Department. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the Department.

The contractor shall also submit to the Department separately his computerized Abstract of Cost and the Bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the Bill. Thereafter, this Bill will be processed.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the contract notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in- Charge's consent being

	<p>obtained in writing, the same shall be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.</p> <p>Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the Defect Liability Period.</p>
Clause 7	
Payment of intermediate certificate to be regarded as Advances	<p>The running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements as per Clause 6 on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Authorized representative together dismantled materials, if any and applicable.</p> <p>All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be</p>

	rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
Clause 7A	
	No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in- Charge.
Clause 8	
Completion Certificate and Completion Plans	Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the project be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may

	at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
Clause 8A	
Completion Plans to be Submitted by the Contractor	<p>The contractor shall submit completion plans for Internal and External Civil, Electrical, Mechanical Services and landscaping work within thirty days of the completion of the work.</p> <p>In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of Contract Value or limit prescribed in the appropriate Schedule, whichever is more as may be fixed by the authority as mentioned in the appropriate Schedule, and in this respect the decision of the that authority shall be final and binding on the contractor.</p>
Clause 9	
Payment of Final Bill	<p>The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of three months the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge or his authorized representative.</p>
Clause 9A	
Payment of Contractor's Bill to Bank	<p>Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the scheduled bank; to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Cochin Port Trust or his signature on the bill or other claim preferred against Cochin Port Trust before settlement by the Engineer-in-Charge of the account or claim by payment to the scheduled bank. While the</p>

	<p>receipt given by such scheduled banks; shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank.</p> <p>Nothing herein contained shall operate to create in favour of the scheduled bank; any rights or equities vis-a- vis the Cochin Port Trust.</p>
Clause 10A	
Materials to be provided by the Contractor	<p>The contractor shall, at his own expense, provide all materials, required for the works.</p> <p>The contractor shall, at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.</p> <p>The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.</p> <p>The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in- Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract</p>

	<p>or specifications. The Engineer -in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.</p> <p>The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer- in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.</p> <p>The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.</p>
Clause 10 B	
Secured Advance on Non perishable materials	<p>(i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the bid rate of the finished item of the work, whichever is lower, which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval</p>

	<p>of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.</p>
Mobilisation advance	<p>(ii) Mobilisation advance not exceeding 10% of the RFP amount or bid value whichever is less ,may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more instalments to be determined by the Engineer- in-Charge at his sole discretion. The first instalment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent instalments shall be released by the Engineer-in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment to the entire satisfaction of the Engineer-in-Charge.</p> <p>Before any instalment of advance is released, the contractor shall execute a Bank Guarantee Bonds not more than 6 in number from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.</p>
Plant, Machinery & Shuttering Material Advance	<p>(iii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment,</p>

	<p>the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer in-Charge. The contractor shall, if so required by the Engineer-in- Charge, submit if so required by the Engineer-in- Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income- Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 5,00,000/- Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same. Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:</p> <ol style="list-style-type: none"> 1. Leasing company which gives certificate of agreeing to lease equipment to the contractor. 2. Engineer in Charge, and 3. The contractor. <p>This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the Cochin Port Trust as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer in- Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.</p> <p>The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.</p>
Interest and Recovery	(iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment

	<p>to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.</p> <p>(v) If the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended at the discretion of the Engineer-in-Charge.</p>
Clause 10 C	
Dismantled material Govt. property	<p>The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as property of Port Trust unless otherwise mentioned in the Bid documents and such materials shall be disposed off to the best advantage of Cochin Port Trust according to the instructions in writing issued by the Engineer-in-Charge</p> <p>The contractor shall execute the whole and every part of the project works in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge four copies of the contract documents together with specifications, designs, drawings and instructions referred to in the contract.</p> <p>The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.</p>

Clause 11	
Work to be executed in accordance with specifications, drawings, orders, etc	<p>The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the approved design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge.</p> <p>The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.</p>
Clause 12	
Deviations / Variations extent and pricing	<p>The Engineer-in-Charge shall have power (i) to make alteration in, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p>
12.1	
	<p>The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:</p> <p>(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus</p> <p>(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-</p>

	Charge.
12.2	
Extra and substituted Items	<p>(i) In case of any change in approved drawings/specification given by the Employer and forming part of the Contract, if there are any deviation in the items the contractor may within fifteen days of receipt of order from Engineer in Charge claim the rates, supported by proper analysis for the items the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates of both of extra items or original and substituted items as the case may be (as per invoice, vouchers from the manufacturers or suppliers submitted by the agency and duly verified by Engineer in Charge or his representative and the contractor shall be paid in accordance with the rates so determined.</p> <p>The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.</p> <p>(ii) In case there is change/ modification in drawings/specification given by the contractor after the approval by the Engineer-in-Charge due to functional or site requirements the contractor shall carry out the changes including extra items, substitute items, deviations as per direction of Engineer in Charge for which nothing extra shall be payable to the contractor on account of same, provided the additional cost of such work is up to 1 % (one percent) of the accepted Bid amount and worked out on market rate basis for the variation costing above 1 % (one percent), payment shall be made to the contractor as per method given in (i)above</p>
Clause 13	
Foreclosure of Contract due to Abandonment or Reduction in scope of	<p>If at any time after acceptance of the Bid or during the progress of work, the purpose or object for which the Project partly or wholly is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage</p>

Work	<p>which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p> <p>The contractor shall be paid at contract rates/mutually accepted rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;</p> <ul style="list-style-type: none"> (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks. (ii) Port Trust shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Port Trust shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Port Trust, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor. (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable. (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. <p>The contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.</p> <p>The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be</p>
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	<p>credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.</p> <p>In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in- Charge may return the previous Performance Guarantee.</p>
Clause 14	
Pre-construction activities	<p>The official scheme as given in the Bid documents, are for General Guidance only. The contractor shall be responsible for carrying out detail design and submit the same to the Engineer-in-Charge for approval after obtaining endorsement from reputed Third Party like IIT/NIT for approval within specified time frame. The Engineer-in-Charge shall communicate approval in writing within 45 days if the design is approved or communicate short coming/defect within 30 days if not approved. The contractor will be solely responsible for pre-construction activities for commencement of the project construction of work as defined in the Bid documents. The contractor shall also carry out site investigations to verify site details / Data at his own cost.</p>
Clause 15	
Suspension of work	<p>(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:</p> <ul style="list-style-type: none"> (a) on account of any default on the part of the contractor or; (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or (c) for safety of the works or part thereof. <p>The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the</p>

	<p>instructions given in that behalf by the Engineer-in-Charge.</p> <p>(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:</p> <p>(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;</p> <p>(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.</p> <p>(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Port Trust or where it affects whole of the works, as an abandonment of the works by Port Trust, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Port Trust, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by</p>
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	<p>him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.</p>
Clause 16	
Action in case works not done as per specifications	<p>All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality.</p> <p>Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose.</p> <p>Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.</p> <p>If it shall appear to the Engineer-in-charge or his authorized representatives in charge of the work the officials engaged by the Port Trust for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.</p> <p>In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at</p>

	reduced rates as the authority specified in Appropriate Schedule may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor
Clause 17	
Contractor Liable for Damages, defects liability Period	If the contractor or his working people or servants shall break, deface, injure or destroy any part of infrastructure /building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twenty four months after a certificate final or otherwise of its completion shall have been given by the Engineer in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twenty four months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after twelve months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.
Clause 18 A	
Recovery of Compensation paid to the	In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Cochin Port Trust is obliged to pay compensation to a workman employed by the contractor, in execution of the works , Port Trust will recover from the contractor , the amount of the compensation so paid: and, , without prejudice to the rights of the Port Trust under sub- section(2) of section 12 , of the said Act, Port Trust shall be at liberty to recover such amount

worker.	or any part thereof by deducting it from the security deposit or from any sum due by Port Trust to the contractor whether under this contract or otherwise. Port Trust shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Port Trust n consequence of contesting such claim.
Clause 18 B	
Ensuring Payment and Amenities to Workers if Contractor fails	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Port Trust is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under relevant Regulations of Cochin Port Trust, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Port Trust. Contractors, Port Trust will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Port Trust under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Port Trust shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Port Trust to the contractor whether under this contract or otherwise Port Trust shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Port Trust full security for all costs for which Port Trust might become liable in contesting such claim.
Clause 19	
Labour law to be complied by the Contractor	<p>The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.</p> <p>The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.</p> <p>The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.</p> <p>The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers</p>

	<p>Welfare Cess Act, 1996.</p> <p>Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.</p>
Clause 19A	
	Under no condition any labour below the age of fourteen years shall be employed on the work.
Clause 19B	
Payment of Wages	<p>Payment of Wages :</p> <p>(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages but not less than Minimum Wages as defined by Central or State Government (whichever is higher) as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable. For the purpose of the payment of wages contribution of employers EPF and ESI contribution will be considered as integral part.</p> <p>(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.</p> <p>(iii) In respect all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable</p> <p>(iv) (a) The Engineer-in-Charge shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages and other employer's contribution or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.</p>

	<p>(b) Under the provision of Minimum Wages (Central) Rules, 1950 or Goa State Rule whichever is higher ,the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.</p> <p>(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.</p> <p>(vi) The contractor shall indemnify and keep indemnified Cochin Port Trust against payments to be made under and for the observance of the laws aforesaid and relevant State Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.</p> <p>(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.</p> <p>(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of supervisor/Jamadar and that supervisor /Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.</p> <p>(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p>
Clause 19C	
	<p>In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code given in ATTACHMENT - 1 and modified from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary</p>

	<p>facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.</p>
Clause 19 D	
	<p>The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-</p> <ol style="list-style-type: none"> (1) the number of labourers employed by him on the work, (2) their working hours, (3) the wages paid to them, (4) the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them. <p>Failing which the contractor shall be liable to pay to Cochin Port Trust, a sum as decided by the Engineer-in-Charge for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.</p>
Clause 19E	
	<p>Leave and pay during leave shall be regulated as follows:-</p> <ol style="list-style-type: none"> 1. Leave : <ol style="list-style-type: none"> (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day, (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage. 2. Pay : <ol style="list-style-type: none"> (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater. (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

	<p>3. Conditions for the grant of Maternity Leave:</p> <p>No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.</p> <p>4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix -I and II, and the same shall be kept at the place of work.</p>
Clause 19 F	
	<p>In the event of the contractor(s) committing a default or breach of any of the provisions of the Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Port Trust a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the amount put to Bid for the project.. The decision of the Engineer-in-Charge shall be final and binding on the parties.</p> <p>Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give</p>

	<p>notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).</p>
Clause 19 G	
	<p>The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.</p> <p>(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.</p> <p>(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.</p> <p>(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.</p> <p>(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.</p> <p>(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.</p> <p>(b) The contractor(s) shall provide each hut with proper ventilation.</p> <p>(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.</p> <p>(d) There shall be kept an open space of at least 7.2m (8 yards)</p>

	<p>between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.</p> <p>(iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.</p> <p>(iv) The site selected for the camp shall be high ground, removed from jungle.</p> <p>(v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.</p> <p>(vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.</p> <p>(vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.</p> <p>(viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.</p>
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Clause 19-H	
	The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the project any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. The contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.
Clause 19-I	
	Employment of skilled/semi skilled workers The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from well recognised Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work.
Clause 19-J	
	Contribution of EPF and ESI The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. No reimbursement will made by the Port trust. The applicable and eligible amount of EPF & ESI shall be deposited within specified time period.
Clause 20	
Minimum Wages Act to be complied with	The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time
Clause 21	
Work not to be sublet. Action in case of solvency	The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Cochin Port Trust or Mormugao Port Trust or officials of Consultants in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Port Trust shall have

	power to adopt the course specified in Clause 3 hereof in the interest of Port Trust and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.
Clause 22	
	Any amount payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Cochin Port Trust without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
Clause 23	
	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
Clause 24	
Life Cycle Cost	The contractor shall be responsible for safety, quality and soundness of the project's infrastructures /buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding three months after issue of notice by Engineer- in- Charge.
Clause 25	
Settlement of Disputes & Arbitration	Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:- If the Contractor considers any work demanded of him to be outside

the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.

If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Engineer, the Contractor may, within 15 days of the receipt of Engineer's decision, appeal to the Chairman who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with this decision then:

- a) The Dispute in respect of contract of value upto Rs. 1crore shall not be referred for adjudication through arbitration and.
- b) If the value of the contract is exceeding Rs.1 crore and upto Rs.5 crores, the Dispute shall be resolved through arbitration by a sole arbitrator appointed by the Chairman of Cochin Port Trust :
 - (i) The Contractor shall within a period of 30 days from receipt of the decision of the Chairman, give notice to the Chairman for appointment of arbitrator, failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.
 - (ii) If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- c) If the value of the Contract is above Rs.5 crores, the Contractor shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below:

The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration

and Conciliation Act, 1996 or any statutory modifications or reenactment thereof

- d) In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE), Port Trust inter se or CPSE and Government Department shall be referred by either party for arbitration to the Permanent Machinery of Arbitrators in the Department of Public Enterprises through the Secretary to the Government of Public Enterprises as per the guidelines issued by Department of Public Enterprises OM No.4 (1) 2011- DPE (PMA) – GL dtd. 12.06.2013 or any statutory amendment thereof.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of

	<p>claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”</p> <p>The venue of the arbitration shall be at Cochin.</p>
Clause 25 A	
Settlement of Disputes through Conciliation	<p>In the event of any dispute or differences between the Parties which could not be resolved amicably by mutual consultations / Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee / Council comprising of independent subject experts, set up by the Port Trust to enable speedy disposal of pending / new cases. Recourse to such Conciliation shall be open before during or after the arbitration proceedings. The award of the Conciliation Committee / Council, if agreed by both the Parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the Delegation of Powers.</p>
Clause-26	
Contractor to indemnify Cochin Port Trust against Patent Rights	<p>The contractor shall fully indemnify and keep indemnified the Cochin Port Trust against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Cochin Port Trust in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Cochin Port Trust if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.</p>
Clause-27	
Withholding and lien in respect of sum due from Contractor	<p>(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such</p>

claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge will be kept withheld or retained as such by the Engineer-in-Charge till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) Cochin Port Trust shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Cochin Port Trust to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Cochin Port Trust to the contractor, without any interest thereon whatsoever.

Provided that the Cochin Port Trust shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon

	between the Engineer-in-Charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge
Clause-28	
Lien in respect of claims in other Contracts	Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or any other contracting person of Cochin Port Trust such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Chief Engineer MoPT or the Cochin Port Trust or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge will be kept withheld or retained as such by the Engineer-in-Charge or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.
Clause 29	
Unfiltered water Supply	The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions. (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge. (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in- Charge, unsatisfactory
Clause 29A	
Alternate water Arrangements	The contractor shall be allowed to construct temporary wells in Port land, if available, for taking water for construction purposes only after he has got permission of the Engineer-in- Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.
Clause 30	
Employment	Contractors Superintendence, Supervision, Technical Staff & Employees

<p>t of Technical Staff and employees</p>	<p>(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.</p> <p>The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even of the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to Employ principal technical representative / technical representative (s) as per stipulation in Appropriate Schedule</p> <p>The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.</p> <p>All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix</p>
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his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Appropriate Schedule and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every On Account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so

	removed shall be replaced as soon as possible by competent substitutes.
Clause 31	
Levy/Taxes payable by Contractor	<p>GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38 The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.</p> <p>If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p>
Clause 32	
Conditions for reimbursement of levy/taxes if levied after receipt of Tenders	<p>(i) All Bid rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of Bid including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.</p> <p>However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.</p> <p>Provided further that for Building and other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.</p> <p>Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.</p> <p>(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized</p>

	<p>representative of the Cochin Port Trust and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p>
Clause 33	
Termination of Contract on death of contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor of a proprietary company/firm dies, the Chief Engineer shall have the option of terminating the contract without compensation to the contractor.
Clause 34	
If relative working in Cochin Port Trust or Mormugao Port Trust then the contractor not allowed to Submit Bid	<p>The contractor shall not be permitted to submit Bid for project in the event that his near relative is working in Cochin Port Trust or Mormugao Port Trust as an Class -I officer. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Class-I Officer in the Port Trust. Any breach of this condition by the contractor would debarred him from Bidding in Cochin Port Trust.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>
Clause-35	
No Class-I Engineer to work as Contractor within one year of retirement	No Class-I Engineer of in Engineering or Administrative duties in an Engineering Department of the Cochin Port Trust shall work as a contractor or employee of a contractor for a period of one year after his/her retirement from Cochin Port Trust service without the previous permission of Chairman of the Port in writing. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission from the competent Authority, before submission of the tender or engagement in the contractor's service, as the case may be
Clause 36	
Theoretical conception of Material	<p>(i) After completion of the work and also at any intermediate stage in the event of quantity of materials consumed ,if required to be calculated theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-</p> <p>(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of</p>

	<p>work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.</p> <p>(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.</p> <p>(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.</p> <p>(d) For any other material as per actual requirements.</p> <p>Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Appropriate Schedule for non scheduled items, the decision of the Engineer-in-Charge regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.</p> <p>(ii) The said action under this clause is without prejudice to the right of the Port Trust of contract for not doing the work according to the prescribed specifications.</p>
Clause -37	
Compensation during warlike situations	<p>The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work</p>

	<p>originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge or his representative/s. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid Precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.</p>
Clause-38	
Apprentices Act provisions to be complied with	<p>The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.</p>
Clause-39	
Release of Security deposit after labour clearance	<p>Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.</p>

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1(\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ($11\frac{1}{2}$ "") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction

thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

- (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
- (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
- (iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi). After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - a) Entry for workers into the line shall not be allowed except under supervision of the Authorised supervisory official of CoPT or Consultant or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.
9. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

- (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled¹³ by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of Cochin Port trust.
 - (viii) Port Trust may require, when necessary medical examination of workers.
 - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.
17. Covid-19 protocol to be followed for the project are as follows:-
 - (i) Using Personal protective equipment (PPE) like Mask, Hand gloves etc on and off site as per relevant Government Guidelines given time to time.
 - (ii) Hand washing or sanitising
 - (iii) Social distancing at the time of launch /training.
 - (iv) Carrying thermal scanning on regular basis.
 - (v) Worker coming from outside has to give a declaration of their health declaration .They have to placed under mandatory quarantine as per Government Guidelines given time to time.
 - (vi) Setting up designated isolation rooms for those shown symptoms of Covid. and other precaution as per guide line to prevent spread of Covid-19.

ATTACHMENT - 2

Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Contractors of Cochin Port Trust

1. APPLICATION

These rules shall apply to all construction works for the project work in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
 - (a) For work places in which the number of contract labour employed does not exceed 50-

Each first-aid box shall contain the following equipments:-

1. 6 small sterilised dressings.
2. 3 medium size sterilised dressings.
3. 3 large size sterilised dressings.
4. 3 large sterilised burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

- (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.

1. 12 small sterilised dressings.

2. 6 medium size sterilised dressings.
 3. 6 large size sterilised dressings.
 4. 6 large size sterilised burn dressings.
 5. 6 (15 gms.) packets sterilised cotton wool.
 6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely :-
- Where female are employed, there shall be at least one latrine for every 25 females.
 - Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
- (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a lean and sanitary condition at all times.
- (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

- (viii) Disposal of excreta :- Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Local Body Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head. Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b& c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.

- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.
- (xi)
 - (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
 - (b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii)
 - (a)
 - 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
 - 2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
 - (b)
 - 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 - 2. A service counter, if provided, shall have top of smooth and impervious material.
 - 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
 - a) The rent of land and building.
 - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.

- c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - d) The water charges and other charges incurred for lighting and ventilation.
 - e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

11. The above rules shall be integral part of the contract.

12. AMENDMENTS

All Amendments issued by the concerned Government from time to time or, addition to or modification of these rules and directions - shall be consider Part of the contract.

ATTACHMENT - 3**Labour Regulations****1. DEFINITIONS**

- i. Workman means any person employed for the project directly or indirectly through a subcontractor with or without the knowledge of the Cochin Port Trust to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-
 - a) Who is employed mainly in a managerial or administrative capacity: or
 - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
 - c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.
- ii. Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- iii. Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- iv. Wages shall have the same meaning as defined in the Payment of Wages Act.

2. Working period

- i. Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii. When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- iii.a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

- b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

3. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English, Hindi and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

4. PAYMENT OF WAGES

- i. The contractor shall fix wage periods in respect of which wages shall be payable.
- ii. No wage period shall exceed one month.
- iii. The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv. Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v. All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi. Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- vii. All wages shall be paid through Bank or ECS or online transfer.
- viii. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix. A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.

- x. It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- xi. The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-
- xii. "Certified that the amount shown in column No has been paid to the workman concerned through bank account of labour on at....."

FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- i. The wages of a worker shall be paid to him without any deduction of any kind except the following:-
- ii. Fines
- iii. Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- iv. Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- v. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- vi. Any other deduction which the Central Government may from time to time allow.
- vii. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
- viii. Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X
- ix. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- x. The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three percent (3 %) of the total wages, payable to him in respect of that wage period.
- xi. No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- xii. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

LABOUR RECORDS

- i. The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- ii. The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).

- iii. The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- iv. Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
- v. Full particulars of the labourers who met with accident.
 - a) Rate of Wages.
 - b) Sex
 - c) Age
 - d) Nature of accident and cause of accident.
 - e) Time and date of accident.
 - f) Date and time when admitted in Hospital,
 - g) Date of discharge from the Hospital.
 - h) Period of treatment and result of treatment.
 - i) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - j) Claim required to be paid under Workmen's Compensation Act.
 - k) Date of payment of compensation.
 - l) Amount paid with details of the person to whom the same was paid.
 - m) Authority by whom the compensation was assessed.
 - n) Remarks
- vi. The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI)
- vii. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
- viii. The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
- ix. The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- x. The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

5. ATTENDANCE CARD-CUM-WAGE SLIP

- i. The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII).
- ii. The card shall be valid for each wage period.
- iii. The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv. The card shall remain in possession of the worker during the wage period under reference.

- v. The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi. The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

6. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

7. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

8. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Cochin Port Trust.

9. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Cochin Port trust shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

10. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Chief Engineer indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Chief Engineer or his authorised subordinate officer after he has given his decision on such appeal.

The Chief Engineer or his authorised subordinate officer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer.

11. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Chief Engineer within 30 days from the date of decision, , the decision of the officer shall be final and binding upon the contractor.

12. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i. A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii. An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - a) An officer of an association of employers of which he is a member.
 - b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii. No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

13. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Cochin Port Trust.

14. SUBMISSIONS OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

16. AMENDMENTS

All amendments issued by the concerned Government from time to time or , addition to or modification of these rules ,clarification and directions - shall be consider Part of the contract. The decision of the Chief Engineer shall be final.

Appendix 'I'**REGISTER OF MATERNITY BENEFITS**

Name and Address of the Contractor

Name and location of the work.....

Name of the employee	Father's/ husband's	Nature of Employment	Period of actual employment	Date on which notice of confinement given name
1.	2.	3.	4.	5.

Date on which maternity leave commenced and ended

Date of delivery / miscarriage	In case of miscarriage		In case of delivery	
	Commenced	Ended	Commenced	Ended
6.	7.	8.	9.	10.

Leave pay paid to the employee

Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	Remarks
11.	12.	13.	14.	15.

**Appendix 'II'**

**SPECIMEN FORM OF THE REGISTER, REGARDING
MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR**

Name and address of the contractor.....

Name and location of the work.....

1. Name of the woman and her husband's name.
2. Designation.
3. Date of appointment.
4. Date with months and years in which she is employed.
5. Date of discharge/dismissal, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery.
8. Date of delivery/miscarriage/death
9. Date of production of certificate in respect of delivery/miscarriage.
10. Date with the amount of maternity/death benefit paid in advance of expected delivery.
11. Date with amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the contractor authenticating entries in the register.
15. Remarks column for the use of Inspecting Officer.

Appendix 'III'

Labour Board

Name of work

Name of Contractor

Address of Contractor

Address of Civil Engineering Department.....

Name & Address of the CoPT Labour Officer

Name of Labour Enforcement Officer

Address of Labour Enforcement Officer

Sl. No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly holiday

Wage period

Date of payment of wages

Working hours

Rest interval

Appendix 'IV'**Register of Workmen Employed by Contractor**

Name and address of contractor.....

Name and address of establishment under which contract is carried on.....

Nature and location of work.....

Name and address of Principal Employer.....

Sl. No	Name and Surname of woman	Age and sex	Father's/Husband's name	Nature of employment/Designation	Permanent home address of the woman (Village and Tehsil, Taluk and District)	Local Address	Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employee	Reason of termination	Remark
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

Appendix 'V'**Muster Roll**

Name and address of the contractor.....

Name and address of establishment under which contract is carried on

Nature and location of work

Name and address of Principal Employer

For the Month of Fortnight

Sl.No.	Name of Workman	Sex	Father's/ Husband's name	Dates					Remarks
1.	2.	3.	4.	5.					6.
				1.	2.	3.	4.	5.	

Appendix 'VI'

Register of Wages

Name and address of the contractor.....

Name and address of establishment under which contract is carried on

Nature and location of work

Name and address of Principal Employer

For the Month of Fortnight

Sl. No	Name of workman	Serial No. in the register	Designation - nature of work done	No. of days Worked	Units of work done	Daily rate of wages /piece rate	Amount of wages earned					Deduction if any (indicate nature)	Net amount Paid	Signature or thumb impression of the workman	
							Basic wages	Dearness allowances	Overtime	Other cash payments (indicate nature)	Total				
1	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.

Appendix 'VII'

Wage Card

Name and address of the contractor.....Date of issue.....

Name and location of work.....Designation.....

Name of the workman.....Month/Fortnight.....

Rate of wages.....

1	2	3	4	5	6	7	8	9	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	3	3		
									0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1

Morning

Evening

Initial

Received from the sum of Rs.....on account of my wages

Signature

Appendix 'VIII'**Wages Slip**

Name and address of contractor.....

Name and Father's/Husband's name of workman.....

Nature and location of work.....

For the Week/Fortnight/Month ending.....

1- No. of days worked.....

2- No. of units worked in case of piece rate workers.....

3- Rate of daily wages/piece rate

4- Amount of overtime wages.....

5- Gross wages payable.....

6- Deduction, if any.....

7- Net amount of wages paid.....

I

Initials of the contractor or his representative

Appendix 'IX'**Employment Card**

Name and address of contractor-----

Name and address of establishment under which contract is carried on-----

Name of work and location of work-----

Name and address of Principal Employer-----

1- Name of the workman-----

2- Sl. No. in the register of workman employed-----

3- Nature of employment/designation-----

4- Wage rate (with particulars of unit in case of piece work)-----

5- Wage period-----

6- Tenure of employment-----

7- Remarks-----

Signature of contractor

Appendix 'X'**Service Certificate**

Name and address of contractor.....

Nature and location of work.....

Name and address of workman.....

Age or date of
birth.....Identification marks.....
Father's/Husband's
name.....

Name and address of establishment in under which contract is carried on.....

Name and address of Principal Employer.....

Sl. No.	Total Period for which employed		Nature of work done	Rates of wages (with particular of unit in case of piece work)	Remarks
	From	To			

Signature

Appendix 'XI'**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

In accordance with rule 7(v) of the CPWD Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Wilful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of Cochin Port Trust
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behaviour
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the MPT or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorised use of employer's property of manufacturing or making of unauthorised particles at the workplace.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorised divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Appendix 'XII'**Register of Fines**

Names and address of contractor

Name and address of establishment in under which contract is carried on

Nature and location of work

Name and address of Principal Employer

Sl.No.	Name of workman	Father's/ Husband's name	Designation/ Nature of employment	Act/Omis sion for which fine imposed	Date of offence	Whether workman showed cause against fine	Name of person in whose presence employee's Explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realised	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

Register of Deduction for Damage or Loss

Name and address of contractor.....

Name and address of establishment in under which contract is carried on.....

Nature and location of work..... and address of

Principal Employer.....

Sl.No.	Name of workman	Father's/ Husband's name	Designation / Nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No of instalments	Date of recovery		Remarks
										First instalment	Last instalment	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.

Register of Overtime

Name and address of contractor.....

Name and address of establishment in under which contract is carried on.....

Nature and location of work.....

Name and address of Principal Employer.....

Sl.No.	Name of workman	Father's/ Husband's name	Sex	Designation/ Nature of employment	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime paid	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF MILESTONE/EXTENSION OF TIME

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put RFP
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Appropriate Schedule previously

Sl No.	letter no. and date	Extension granted	
1	1st extension	Months	Days
2	2nd extension		
3	3rd extension		
4	4th extension		
	Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)

10. Period for which extension if applied for

11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).

Submitted to the Authority indicated in Schedule F With copy to the Engineer-in-charge

Signature of Contractor

Dated



Notice for appointment of Arbitrator
[Refer Clause 25]

To
 The Chief Engineer
 Cochin Port .Trust

Dear Sir,

In terms of Clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Contract amount in the work
6. Date of contract
7. Date of initiation of work
8. Stipulated date of completion of work
9. Actual date of completion of work (if completed)
10. Total number of claims made
11. Total amount claimed
12. Date of intimation of final bill (if work is completed)
13. Date of payment of final bill (if work is completed)
14. Amount of final bill (if work is completed)
15. Date of request made to SE for decision
16. Date of receipt of SE's decision
17. Date of appeal to you
18. Date of receipt of your decision

Signatures of the applicant
 (only the person/ authority who
 signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully, (Signatures)

Copy in duplicate to:

1. The Engineer representative ,

Form of Performance Security (Guarantee)
Bank Guarantee Bond-Format

In consideration of the Cochin Port trust (hereinafter called "The CoPT") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the CoPT an amount not exceeding Rs. (Rupees..... Only) on demand by the CoPT.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the CoPT stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). 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 an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the CoPT 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 there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CoPT under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the CoPT certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Government that the CoPT shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by CoPT against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall

not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the CoPT or any indulgence by the CoPT to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the CoPT. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank).

PROFORMA OF SCHEDULES

SCHEDULE 'A'

(Schedule of work)

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any.

SCHEDULE 'E'

Reference to General Conditions of contract

Name of work:

Estimated cost of work: Rs

Performance Guarantee 3% of tendered value.

SCHEDULE 'F'

GENERAL RULES : Officer inviting tender – Chief Engineer, Cochin Port Trust,
& DIRECTIONS

Maximum percentage for quantity of items of work
to be executed beyond which rates are to be
determined in accordance with Clauses 12.2 & 12.3. See below

Definitions:

2(v) Engineer-in-Charge

2(viii) Accepting Authority

2(x) Percentage on cost of materials and 15%
labour to cover all overheads and profits.

2(xi) Standard Schedule of Rates

2(xii) Department

9(ii) Standard contract Form ,

Clause 1

(iii) Time allowed for submission of Performance Guarantee, programme chart (Time and progress)and applicable labour licenses , registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance 15.days

(iv) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in 15 days

Clause 2

Authority for fixing compensation under Clause 2 is Chief Engineer

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start 15 days

Mile stone(s) as per table given below:- (Separately given)

SI No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with- held in case of non achievement of milestone
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Time allowed for execution of work.18 Months.

Authority to decide:

- (i) Extension of time : Chairperson/Chief Engineer, CoPT
- (ii) Rescheduling of mile stones: Chairperson /Chief Engineer ,CoPT
- (iii) Shifting of date of start in case
of delay in handing over of site : Chairperson /Chief Engineer ,CoPT

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Schedule of issue of Designs: Not Applicable

Part	Portion of Design	Description	Time Period for issue of design reckoned from date of receipt of Bid
Part A	Portion already included in NIT		
Part B-1	Portions of Architectural Designs to be issued		
Part B-2	Portions of Civil		

	Designs to be issued		
Part B-3	Portions of E&M Design to be issued		

Schedule of rate of recovery for delay in submission of the modified programme in terms of delay daysto be decided by Chief Engineer ,CoPT

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment Rs.

Clause 7 A

Whether clause 7A shall be applicable yes/No

Clause 8A

Authority to decide compensation on account if contractor fails to submit completion plans provided by the contractor at site
lab. 1 2 3.....

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable yes/No

Clause 10B(iii)

Whether Clause 10 B (iii) shall be applicable yes/No

Clause 10C

Component of labour expressed as percent of value of work: .%

Clause 10CA Applicable/ Not Applicable

Authority to issue base price of materials

S.N.	Materials Covered under this clause:	Nearest Materials (other than cement*, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed:	Base Price and its corresponding period of all the Materials covered under clause 10 CA*
1			
2			
3			
4			

* includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

** Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of Bids, the base price may be modified by adopting latest base price and its corresponding period.

Clause 10CC Applicable/ Not Applicable

Clause 10 CC to be applicable in contracts with stipulated period

of completion exceeding the period shown in next column months
 Schedule of component of other Materials, Labour etc. for price escalation.
 Component of civil (except materials covered
 under clause 10CA) /Electrical construction Xm %
 value of work. -

Component of Labour -
 expressed as percent of total value of work. Y %

Note : Xm% should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel,

POL and other material specified in clause 10CA + Component of Labour)

Clause 11

Specifications to be followed for execution of work

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work

Clause 16

Competent Authority for deciding reduced rates.

Clause 19 C..... authority to decide penalty for each default

Clause 19 D..... authority to decide penalty for each default

Clause 19 Gauthority to decide penalty for each default

Clause 19 Kauthority to decide penalty for each default

Clause 25

Constitution of Dispute Redressal Committee (DRC)

Chairman -

Member -

Member -

Clause 32

Requirement of Technical Representative(s) and recovery Rate

SI No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1							
2							
3							
4							

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 38

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Schedule of Rates published by C.P.W.D.

(ii) Variations permissible on theoretical quantities:

(a) Cement

For works with estimated cost put to tender not more than Rs. 25 lakh 3% plus/minus.

For works with estimated cost put to tender more than Rs. 25 lakh 2% plus/minus.

(b) Bitumen All Works 2.5% plus & only & nil on minus side.

(c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus

(d) All other materials. Nil