

No. AEE/Qtn-Quarters Wiring/2021-M Dated:26/11/2021
Rewiring & providing new electrical fixtures including air-conditioners in Qtr. No.VII/3

TERMS AND CONDITIONS

1. **Completion Period:** The whole work shall be completed within 30 days from the date of receipt of work order. In case the Contractor is not permitted to carry out the work due to some problem from Employer's side, he should maintain a record of such time lost, duly counter signed by the Engineer-in-Charge and this period will not be included while determining the delay in completion period. In case the works are not completed within the specified completion periods due to any fault of the Contractor, it will be considered as a breach of contract and the Contractor will not be considered for any other work in future.
2. **Payment Term :** Payments will be made online after completing the work to the entire satisfaction of the Engineer-in-Charge and also after deducting the taxes prevailing in force at the time of payment of bills. The quantities specified in the schedule of quantities of work are only approximate and shall be increased or decreased at the discretion of the Engineer-in-Charge according to actual requirements. Payment will be made as per actual measurements, according to the percentage quoted.
3. **Liquidated Damages:** In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of half percent (½%) of the Contract Price per week of delay, subject to a maximum of 10% of the Contract Price. The amount of Liquidated Damages can be adjusted or set-off against any sum payable to the Contractor.
4. **Defects Liability Period:** The defects liability period for the work shall be 12 months from the date of completion of the work. In the event of any defect/ deficiency being noticed during the period, which is attributable to the defective materials/design/workmanship, the Contractor shall make good the same at his cost.
5. **Security Deposit:** Security deposit @ 3% of Contract Price shall be recovered from the Contractor's bill. The amount towards Security Deposit so deducted will be released only after successful completion of the defect liability period, subject to certification from the Engineer-in-Charge.
6. **Execution of Agreement:** The Contractor will be required to execute within 14 days from the date of receipt of work order, an agreement at his expense on proper value Kerala State Stamp Paper in the prescribed departmental form, consisting of the work order issued to the Contractor, together with the Quotation submitted by him including General Conditions, for the due and proper fulfillment of the contract. Till signing of agreement, the Quotation together with the acceptance letter shall constitute a binding contract between the Contractor and Cochin Port.
7. **Engineer-in-Charge:** The Engineer-in-Charge of the work is the Superintending Engineer (Ele), CoPT. Clarifications if any required can be obtained by contacting the Superintending Engineer (Ele) / Executive Engineer(Ele-P) of the Electrical Division of CoPT (0484-2582351 OR 0484-2582320).

8. **Water & Electricity:**

Water, if required for the work, shall be arranged by the Contractor at his own cost. Electricity: The Contractor shall make his own arrangements for the temporary connection for electricity required, if any, and make necessary payment for it direct to the Department concerned.

9. The Contractor shall have valid GST Registration number. GST as applicable for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Trust, which will be paid to the Contractor by the Board along with the bills, for which the Contractor shall hold valid GST Registration number.
10. The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Public Liability Policy, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the Contract labour that may be brought in to force from time to time.
11. The Contractor shall be registered under EPF and ESI act and the employees employed under them shall be covered in the EPF and ESI Scheme, if required as per applicable rules. The Contractors shall regularly remit, the Employer & Employee contribution to the authorities in such cases. If not, the Dept. would be required to remit the same and the amount so remitted shall be deducted from the part/ final bill of Contractors.
12. All materials, tools, plants and equipments required for completing the work shall be provided by the Contractor at his own cost. All materials required for the work shall be got approved by the Engineer-in-Charge before using in the work. Any fittings or accessories which may not be specifically mentioned in the specification but are usual or necessary as per good industry practice, shall be provided by the Contractor without extra cost to the Port. All works shall be carried out as per relevant ISS.
13. All labour, skilled or unskilled for the work shall be provided by the Contractor at his own cost and settling any disputes with the labour shall be the Contractor's responsibility.
14. All care and precautionary measures for avoiding any kind of damage/ accidents in the work site shall be taken by the Contractor. All safety precautions shall be taken while carrying out the work. The Contractor shall supply the necessary safety equipments to the workers employed by him and also ensure that they use it, while carrying out the work. The Contractor shall be solely liable and responsible for accidents if any, occurring during the period of Contract.
15. The work shall be completed without causing any damage to the existing structures/cables etc. In case any damage is caused, the same has to be rectified at Contractor's risk and cost.
16. The Port will in no way be responsible for any loss/damages caused in connection with the work.
