

TERMS & CONDITIONS

1. The quantities specified in the schedule of work are only approximate and shall be increased or decreased at the discretion of the Dy.CME(Ele), CPT according to actual requirements. Payment will be made as per actual measurement according to the rates quoted.
2. The rate quoted shall be exclusive of GST. GST at the prevailing rate will be paid extra to the Contractor. The GST applicable as per law can be billed on the Port Trust, which will be paid to the contractor by Port along with the bills. The contractor in turn shall remit GST to the concerned department as provided by the law.
3. Scoring out/ over writing, if any, shall be countersigned with the seal of the company.
4. All equipments, components and accessories offered shall be brand new and readily available indigenously. All items offered shall be as per approved quality and standards. All works shall be carried out as per relevant ISS.
5. **Completion Period:** The entire work shall be completed **within 30 days** from the date of the work order. In case the contractor is not permitted to carry out 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 work is not completed within the completion period specified 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.
6. **Payment: 100%** payment will be made after completion of the work, to the entire satisfaction of the Engineer-in-charge and his certification.
7. **Deductions:**

Income tax at the prevailing rates will also be deducted from the bills of the Contractor. The amount of all cost of work executed or other sums, which under the contract shall be payable by the contractor to the employer, will be deducted /adjusted by the employer from any money due or becoming due by him to the contractor under the contract, without prejudice to the employer's right to recover the same by the ordinary process of law.
8. **Liquidated damages:** Liquidated damages @ ½ % of the contract amount per week or part thereof for delay in completion of the work shall be deducted from the contractor subject to maximum of 10% of the contract amount.
9. **Guarantee :**The entire work carried out shall be guaranteed for **12 months** from the date of taking over of these installations by the employer. In the event of any defect/ deficiency being noticed in the functions of the system, which is attributable to the defective materials/design/ workmanship during the guarantee period, the contractor shall make good the same at his cost.

10. **Security Deposit:** Security deposit for the work shall be 10 % of Contract price. This amount shall be recovered from the Contractor's bill. The amount towards security deposit so deducted will be released only after successful completion of the guarantee period and subject to the certification from the Engineer-in-Charge. The security deposit amount will not invite interest. The Employer may at their option forfeit the security deposit if the contractor fails to carry out the work or perform or observe the conditions of contract. The employer will also be at liberty to deduct from security deposit of from any sums of money due or that may become due under contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms and conditions.
11. The contractor shall perform all the tests as required by the employer on completion of the electrification work.
12. 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. The Contractor shall be solely liable and responsible for accidents if any, occurring during the period of Contract. Contractor shall insure the workers deployed by him for the work.
13. The Port will in no way be responsible for the loss/damages to the materials in connection with the work.
14. The energy required for testing of equipments engaged for the work shall be supplied by the department at free of cost subject to the availability. In case no power supply is available in the site the same shall be made available by the contractor and conduct the tests as required.
15. The contractor shall make his own arrangements for the temporary connections (construction power) required, if any and make necessary payment for it direct to the Department concerned. Nothing shall be payable by the employer on this account.
16. **Agreement :** The successful tenderer will be required to execute an agreement at his expense on Two Hundred Rupees (Rs 200/-) Kerala Stamp Paper in the departmental format for the due and proper fulfillment of contract, immediately on receipt of order.
17. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
18. Engineer in charge- The Engineer in charge of this work shall be Deputy Chief Mechanical Engineer (Ele) or his authorized representative.
