

DEFINITIONS

CHAPTER — I

1. DEFINITIONS

1 .0 In the contract, as here-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.

Employer :

1 .1 “Employer” or “Board” or “Trustees” means the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns.

Chairman :

1.2 “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.

Contractor :

1 .3 “Contractor” means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor’s representatives heirs, successor and assigns, if any permitted by the Board/Chairman.

Engineer :

1.4 “Engineer” means the Board’s official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer, the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, the Manager (Infrastructure & Civic Facilities), the Manager (Plant& Equipment), the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment) or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the “Engineer” so designated.

Engineer’s Representative :

1 .5 “Engineer’s Representative’ means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.

Works :

1.6 “Work” means the Work to be executed in accordance with the Contract and includes authorised “Extra Works” and “Excess Works” and Temporary Works.

Temporary works :

1.7 “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and, mixing platforms.

Extra works and Excess works :

1.8 “Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any Item of the Bill of Quantities.

Specification :

1.9 “Specifications” means the relevant and appropriate Bureau of Indian Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

Drawings :

1.10 “Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

Contract :

1.11 “Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.

Constructional Plant :

1.12 “Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.

Site :

1.13 “Site” means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.

Contract Price :

1.14 “Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here-in-after contained.

Month :

1.15 “Month” means English Calender Month.

Excepted Risks :

1.16 “Excepted risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).

Singular/Plural :

1.17 Word importing the singular only, also includes the plural and vice-versa where the context so requires.

Headings/ Marginal Notes :

1.18 The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

1.19 Unless otherwise stipulated the word “Cost” shall be deemed to include overhead costs of the contractor, whether on or off the site.