

**THE SUBJECT TENDER IS TO BE  
PARTICIPATED BY E-TENDER MODE  
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[vpttenders.gov.in](http://vpttenders.gov.in) WEBSITE.**

**THIS IS FOR INFORMATION ONLY**

VISAKHAPATNAM PORT TRUST  
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT  
NOTICE INVITING TENDERS (NIT)

1. ORGANISATION : VISAKHAPATNAM PORT TRUST
2. DEPARTMENT : Mechanical & Electrical Engineering Department,
3. NIT NUMBER : 24/2016-17/ IM&EE/MOF/MECH/ PROJ/ EQ7 Dt. 08.02.2017.
4. NAME OF WORK : Preparation of Techno Economic Feasibility Report for the Project "Installation of Mechanized Fertilizer Handling facilities at East Quay-7 (EQ-7) in the Inner harbour of Visakhapatnam Port, on Design, Build, Finance, Operate & Transfer (DBFOT) basis"
5. ESTIMATE AMOUNT PUT TO TENDER : **Rs.19,00,000 /-**
6. PERIOD OF COMPLETION : 90 days
7. FORM OF CONTRACT AND CLASS OF CONTRACT : Reputed consultancy firms / Agencies
8. BIDDING TYPE : Open
9. BID CALL NO. : 1<sup>st</sup> call
10. TYPE OF QUOTATION :
11. TRANSACTION FEE PAYABLE TO F,A,& C,A,O,-VPT., PAYABLE AT VISAKHAPATNAM : **Rs.400/-**
12. Solvency from a Nationalised or Scheduled Bank with in last one year : **Rs. 6,00,000/-**
13. Average Annual Turn over (During last three years) : 30% of the estimated cost put to tender
14. EMD/BID SECURITY : **Rs. 1,00,000/-**
15. EMD/BID SECURITY DD PAYABLE TO F. A & C.A.O/VPT., PAYABLE AT VISAKHAPATNAM.
16. BID DOCUMENT DOWNLOADING START DATE : 09-02-2017 from 10.00 hrs
17. DATE OF PRE-BID MEETING : 16-02-2017 at 15.00 hrs
18. BID DOCUMENT DOWNLOADING END DATE : 06-03-2017 upto 13.00 hrs
19. LAST DATE AND TIME FOR RECEIPT OF BIDS : 06-03-2017 upto 14.00 hrs
20. BID VALIDITY : 120 Days
21. PRE QUALIFICATION/TECHNICAL BID OPENING DATE : 08-03-2017 after 15.00 Hours
22. COMMERCIAL BID OPENING DATE : ---
23. OFFICER INVITING BIDS : Superintendent Engineer (Mech.), VPT.
24. BID OPENING AUTHORITY : Superintendent Engineer (Mech.), VPT.
25. ADDRESS : 2<sup>nd</sup> floor, M & E.E Department, VPT, VSP (Dist) A.P, India
26. CONTACT DETAILS : 0891-2873241

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PROCEDURE FOR BID SUBMISSION:

- a. Bids shall be submitted online on VPT e-procurement website (vpttenders.gov.in) platform.
  - b. The participating bidders in the tender should register themselves free of cost on e-procurement platform (<http://vpttenders.gov.in>). Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital signature certificates. Digital Signature Certificates can be obtained from one of the Authorized Certifying Authority, such as SIFY ([www.safescrypt.com](http://www.safescrypt.com)) / Tata Consultancy Services ([www.tcs.ca.tcs.co.in](http://www.tcs.ca.tcs.co.in)) / n code ([www.ncode.com](http://www.ncode.com)) etc., The bidders, who are desirous of participating in e-procurement shall submit their bids as per the standard formats available at the site (vpttenders.gov.in).
  - c. The bidders should scan and upload copies of Document in support of Registration as contractor and Demand drafts towards EMD and Transaction fee. The bidders shall sign on all the documents uploaded by him owning responsibility for their correctness / authenticity.
  - d. After uploading the documents, original Demand Drafts in respect of transaction fee and EMD are to be submitted by the bidders to the Tender Inviting Authority, so as to reach on or before the date of opening of technical bid. Failure to furnish the “original hard copies of transaction fee and EMD” on or before the date of opening of Technical bid will lead to summarily rejection of the Bid. The hard copies of uploaded documents and originals of the same for verification shall be submitted by the successful bidder before awarding of the work. The VPT shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents etc., furnished by the tenderer are found to be false / fabricated / bogus, the successful bidder will be suspended from participating in tenders on e-procurement platform for a period of three years.
  - e. VPT will not hold any risk and responsibility for non-visibility of the scanned and uploaded documents.
  - f. Documents that are uploaded online on VPT e-procurement website (vpttenders.gov.in) will only be considered for Bid Evaluation.
  - g. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as “not applicable”.
  - h. The bidder shall authenticate the bid with his digital signature certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital signature certificate of the bidder will not be accepted on the e-procurement platform.
  - i. The successful bidder found defaulting in submission of hard copies of uploaded certificates / documents, within the stipulated time i.e. before concluding the agreement or if any variation is noticed between the uploaded documents and the hard copies submitted by the successful bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of three years.
- 2) Even though the tenderers meet the qualifying criteria, they are liable to be disqualified /debarred / suspended / blacklisted, if they have

CONTRACTOR

3 SUPERNTENDENT ENGINEER (MECH)

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- a. Furnished false / fabricated particulars in the forms, statements and / annexure submitted in proof of the qualification requirements and/or
  - b. Not turned up for entering into agreement when called upon.
  - c. Record of poor percentage such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
  - d. Participated in the previous bidding for the same work and had quoted unreasonably high tender rates and / or
  - e. Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience.
- 3) A tenderer / Bidder submitting a Tender or Bid which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall rate should be based on the controlled prices for the materials, if any, fixed by the VPT or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.
- 4) One Tender per Tenderer: Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause dis-qualification of all the Tenders submitted by the Tenderer.
- 5) Last date / time for Submission of the Tenders: Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received / opened on the next working day.
- 6) Tender Opening and Evaluation:
- a. The tenderers or their authorised representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.
  - b. The technical bid containing qualification requirements will be evaluated by the tender committee and the minutes are recorded which will be signed by the tender committee.
- 7) Clarification on the Technical Bid.  
The tender opening authority may call upon any Tenderer / Bidder for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the Tenderer. The clarification called for from the tenderers / Bidders shall be furnished within the stipulated time.

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- 8) Price Bid Opening:
- a. Only the Price Bids of technically qualified bidders/tenderers shall be opened in the presence of the qualified Tenderers / Bidders who ever is interested or their authorised representatives present on the date and time fixed.
  - b. The Price Bid of the Unqualified Tenderers will not be opened. After finalisation of the Tender the EMD of the unsuccessful / disqualified bidders will be returned.
  - c. Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence to the Conditions, the decision taken by the Tender committee on tenders shall be final.
- 9) **Evaluation and Comparison of Price Bids:**  
The cover one will be related to technical bid and cover two will be price bid.  
**Cover 1:** Technical Bid contains the following:  
(a) Experience i.e No. of similar nature of works executed and No. of similar works on hand in prescribed proforma in Annexure – I & II.  
(b) Experience and qualification of Key Personnel proposed to engage on the work in the prescribed proforma in Annexure – III.  
**Cover –2:** Contains the price bid  
Note: for experience and qualification of key personal refer clause no.13 of TOR
- 10) Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the awarding of the work to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
- 11) Tenders will be finalized by the Superintendent Engineer (Mech.) according to the delegation of powers vested with them.
- 12) If any amendment or addendum will be issued before opening of the tenders and the same may be looked in the VPT website and any further clarification can also obtained from CME's Office / VPT.

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PRE-QUALIFICATION CRITERIA:

- 1) Consultant / Bidder should have proof of experience in execution and successful completion of similar works, in Govt. Depts / Ports / PSUs / Pvt. Enterprises during the last 7 years ending last day of the month previous to the one in which application invited and should satisfy / fulfil any one of the following:
  - i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender i.e Rs.7,60,000 /-  
(Or)
  - ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost i.e. Rs. 9,50,000/-  
(Or)
  - iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs.15,20,000 /-, are to be submitted by the tenderers.

AND

- iv) The Consultant / Bidder shall have a team of Key Personnel such as Team Leader having requisite experience in carrying similar works (traffic study) /Civil & Design Engineer/ Mechanical/ Electrical Engineer/ Environmental Engineer and the experience and qualification mentioned at clause No. 9 of NIT and clause No. 13 of TOR.

Note:

- (1) Similar works means "Consultancy services for preparation of Techno economic feasibility report (TEFR) / Detailed Project Report (DPR) for Port based projects/ Jetties/ Inland Waterways projects / Mechanical Fertilizer handling terminals/Steel plants for Projects cost more than or equal to Rs.217 Crores, in any Govt Dept/Ports/PSUs/projects or in any other private enterprises. Copies of the work orders for the same indicating name of the work, contract no. date, value of the work, Name of the organisation etc., along with certificate of successful completion of works are to be submitted duly notarizing all the documents towards proof.
- 2) Consultant / Bidder has to submit the Self attested Solvency certificate from a Nationalized Bank/Scheduled Bank to the extent of Rs.6,00,000/- obtained within last one year.
- 3) Consultant / Bidder has to submit a copy of valid Service Tax Registration Certificate.
- 4) Consultant / Bidder has to submit a copy of the Income Tax permanent Account No.
- 5) Consultant / Bidder has to submit Annual Financial turnover duly certified by a Chartered Accountant for the last 3 years, ending 31<sup>st</sup> March of the previous financial year. Average Annual financial turnover of the Consultant / Bidder during the above period should be at least 30% of the estimated cost put to tender

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- 6) The Consultant/ Bidder has to give an undertaking duly stating that they have submitted genuine documents in support of their credentials and VPT is at liberty to take any action, if documents are found to be not genuine even during the execution period of the work.
- 7) Black listed/ Suspended Consultant / Bidders /existing Consultant / Bidders of VPT whose services are not satisfactory are not eligible. The bidder should submit self-declaration that there are no adverse remarks regarding performance in their earlier contract/assignments.
- 8) Declaration of Relationship: The Consultant / Bidder has to give a certificate that he is not related to any officer of Visakhapatnam Port Trust or any officer of the rank of Assistant Secretary or above in the Ministry of Shipping, Government of India. The bidder should give a declaration along with his tender about the name of relatives, who are employed as Non-Gazetted officers in this Port Trust.
- 9) The Consultant / Bidder shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 10)The Consultant / Bidder shall give an undertaking that they does not have any relationship (direct/indirect) either personal or commercial with any of the existing Trustees of Visakhapatnam Port Trust.
- 11)Bidders/Consultant / Consultant / Bidder /JV/Consortium can participated in the tender. The details of Joint venture/ consortium clause is enclosed at Annexure- "A"
- 12)Right of issue of Tender is reserved.

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CONDITIONS OF THE TENDER

1. Invitation to Tender: Preparation of Techno Economic Feasibility Report for the Project "Installation of Mechanized Fertilizer Handling facilities at East Quay-7 (EQ-7) in the Inner harbour of Visakhapatnam Port, on Design, Build, Finance, Operate & Transfer (DBFOT) basis"
2. Earnest Money of Rs. 1,00,000/- to be paid in the shape of crossed Demand Draft drawn in favour of FA&CAO/VPT, VSP .The EMD can also be paid to the Financial Adviser & Chief Accounts Officer, Port Trust, in cash. The receipts obtained thereof, shall be attached with the tender and tender is to be in a sealed cover duly super scribing the name of work and addressed to the Chief Mechanical Engineer, Visakhapatnam Port Trust, Visakhapatnam. Bank Draft issued by any nationalized Banks / Scheduled Banks and The bank guarantee in VPT pro-forma will also be accepted. The bank guarantee issued by Foreign Bank should have endorsement of overseas branch of SBI. No Cheques will be entertained under any circumstances. The E.M.D. paid will not carry any interest. The Earnest Money of unsuccessful Tenderers will be refunded. Bids received without EMD will be summarily rejected. Below Rs.5 lakhs EMD BG will not be accepted.
  - (A) All the eligible consultants / bidders who are registered with NSIC/Ministry of MSME are exempted from payment of EMD and tender documents cost subject to fulfilling of following conditions:-
    - i) The Consultant / Bidder should invariably submit a request letter claiming "EMD and tender documents cost exemption"
    - ii) The Consultant / Bidder has to submit the self certified copy of the Registration certificate issued by NSIC/Ministry of MSME for the works/service relevant to the "Subject Tender" as per the pre-qualification criteria No.1
    - iii) The above registration certificate should be valid on the date of opening of the technical bid.
    - iv) In case the Registration certificate issued by NSIC/Ministry of MSME is found to be invalid (date expired) or insufficient monetary limit or irrelevant works or services i.e. other than the tendered works/services then the above registration certificate cannot be considered for exemption of EMD & Tender document cost and the bid received will be treated as " Bid submitted without EMD and tender documents cost" which would attract disqualification under clause No.2 of conditions of tenders as mentioned above .
    - v) In case the bid is submitted as an Indian arm of a Foreign bidder and the eligibility criteria condition were met through foreign company, then the "EMD Exemption and tender documents cost cannot be claimed under the MSME Status of Indian arm/ subsidiary.
    - vi) Copy of "Application for obtaining NSIC/MSME Registration" or pending renewal of NSIC will be entertained. Such offers will be treated as offers received without EMD and tender documents cost.



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3. Forfeiting of EMD: Should the successful bidder failed to furnish security or refuse to execute the work in accordance with his accepted tender, EMD will be forfeited and Board may thereon award the contract to another bidder.
4. Performance cum Security Deposit:  
The Consultant / Bidder is required to submit Bank Guarantee of 10% of the Contract value towards PG/SD in VPT Pro-forma within 20 days from the date of issue of Letter Of Intent (LOI). Failing which EMD paid by the Consultant / Bidder will be forfeited without assigning any reason and LOI issued will be cancelled.
5. Rejection of Tender: Tenders which do not fulfill all or any of the above conditions or incomplete in any respect, are liable for summary rejection.
6. Canvassing: Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Consultant / Bidder, who resorts to canvassing, will be liable for rejection.
7. Percentage of Rates & Price Variation: The Consultant / Bidder should not introduce percentage rates above/ below the estimate rates in the items rates. Such tenders will be rejected. Also, the tenderers should not include any price variation clause.
8. Percentage Rates:
  - (a) Tenders containing percentage above / below on their total tendered amount will be summarily rejected.
  - (b) Rates quoted by the Consultant / Bidder on item rate tendered in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. However, if any discrepancy is found, the rate, which correspond to the amount worked out by the Consultant / Bidder shall be taken as correct.
  - (c) If the amount of an item is not worked out by the Consultant / Bidder or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Consultant / Bidder in words, shall be taken as correct.
  - (d) When the rate quoted by the Consultant / Bidder in figures and in words tallies, but the amount is not worked out correctly then the rate quoted by the Consultant / Bidder shall be taken as correct and not the amount.
9. Un called for Remarks/Rejection: The tenders containing uncalled for remarks or any additional conditions are liable to be summarily rejected.

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10. Acceptance of Tender: The acceptance of a tender will rest with the Chairman, Visakhapatnam Port Trust, who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received, without the assignment of any reason. Any tender, which does not fulfill all the prescribed conditions, will be rejected.
11. Retired Government Personnel Competency as a Consultant / Bidder: No Engineer in Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a Consultant / Bidder for a period of two years of his retirement from Government service without the previous permission of the Government of India contract, is liable to be cancelled, if either the Consultant / Bidder or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the Consultant / Bidder's service as the case may be. In such cases, Contract is liable for cancellation.
12. Declaration of Relationship: The Consultant / Bidder has to give a certificate that he is not related to any officer of Visakhapatnam Port Trust or any officer of the rank of Assistant Secretary or above in the Ministry of Shipping, Government of India. The Consultant / Bidder should give a declaration along with his tender about the name of relatives, who are employed as Non-Gazetted officers in this Port Trust.
13. Acquaintance of Work: The tenderers should acquaint themselves with the present status of work and working conditions of the site and locality and no claim will be entertained on this issue.
14. Price Quoting: Consultant / Bidders should quote their rates only in decimal coinage in paisas.
15. Validity: The tender prices should be kept valid for 120 days from the date of opening of tenders and the tenderer cannot amend, alter, revoke his tender in any way during this period if he does so, the EMD paid by him shall be forfeited without any notice.
16. Taxes and duties: Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority (VPT) shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

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17. Format and signing of tenders: The Tender shall be prepared, signed and submitted by the Consultant / Bidder/corporation/company in whose name the tender documents are issued. The Tender shall be typed or written in indelible ink and all pages of the tender shall be signed by the Tenderer. The Tenderer shall submit the complete tender without alterations, interlineations, or erasures, except those to accord instruction issued by the Employer or as may be necessary to correct errors made by the Tenderer. All such cancellations, alterations or amendments shall be countersigned by person or persons signing the tender.
18. Tenderers are to submit genuine documents in support of their credentials. If any forged/ fake documents are submitted by the tenders, their business dealings with VPT will be banned.
19. The Consultant / Bidders while quoting tender shall note that no post tender negotiations will be held with the L1 tenderers except in exceptional cases, whenever it is necessary
20. The tenderers should make their own arrangements to furnish original B.G. to the organization directly by the issuing Bank under registered Post with acknowledgement due, except in case of B.G. submitted towards EMD.
21. The tenderers, who wishes to submit B.G. towards EMD should submit original B.G. along with their tender and the tenderer should ensure that the branch issuing authority should sent an unstamped duplicate copy of the B.G. directly to the beneficiary by Registered post with acknowledgment due before opening price bids with a covering letter requesting them to compare with the original received from their customer and Consultant / Bidder that it is in order. In case of single cover system, the tenderer, who wish to submit B.G. toward EMD should submit original B.G. along with the tender and the Consultant / Bidder by the Banker in support of the issue of Bank Guarantee is to be received before acceptance of the tender-by-tender committee.
22. The consultant/bidder shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
23. The consultant/bidders shall disclose any payments made or proposed to be made to any intermediaries (Agents etc.) in connection with the bid.
24. C.M.E. at his discretion has right to issue Work Order as a whole or part of the work, whichever is deemed fit.
25. C.M.E. at his discretion has right to cancel the work even during the execution of the work, if the documents submitted by the Consultant / Bidder are not genuine.
26. The Consultant/ Bidders are to pay the salaries to the staff engaged for this work as per the ALC rates amended from time to time.

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Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions contained in the "General Directions and conditions of Contract" which have been read by me/read and explained to me so far as applicable or in default thereof to forfeit and pay the Board of Trustees or its successors in office the sums of moneys mentioned in the said conditions.

The sum of Rs. 1,00,000/- is deposited with the Financial Adviser & Chief Accounts Officer (Port Trust) and receipt attached as Earnest Money(s) the full value of which is to be absolutely forfeited on the Board or its, successors of office without prejudice to any other rights or remedies of the said Board or its successors in the office should I/We fail to commence the work specified in the above memorandum or should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause I (a) of the said conditions of contract, otherwise the said sum of Rupees shall be retained by the Board as on account of such security deposit as aforesaid.

Signature of Bidder Before submission of the Tender  
Day of:

Dated the

SIGNATURE OF THE BIDDER

BEFORE

Witness:

Address:

Signature of Witness to

Bidder's Signature:

Occupation:

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The above tender is hereby accepted by me on behalf of the Board of Trustees of  
Visakhapatnam Port Trust.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_

Signature of the Officer by whom accepted

For & on behalf of the Board of Trustees of  
Visakhapatnam Port Trust

Signature of Witness

The above Tender is accepted on behalf of Board of Trustees of Visakhapatnam  
Port Trust and the common seal of the Board of Trustees of Visakhapatnam Port  
Trust has been affixed and has signed on behalf of the Board in the presence of:

Signature of Witness:

Seal

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Tender for “Preparation of Techno Economic Feasibility Report for the Project “Installation of Mechanized Fertilizer Handling facilities at East Quay-7 (EQ-7) in the Inner harbour of Visakhapatnam Port, on Design, Build, Finance, Operate & Transfer (DBFOT) basis”

I/We hereby tender for execution of Board of Trustees of the Visakhapatnam Port Trust of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs and instructions in writing referred to in Rule-1 here of an in Clause-II of the conditions of contract and with such materials as are provided for by an in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

GENERAL DESCRIPTION

- A) Name of the work: Preparation of Techno Economic Feasibility Report for the Project “Installation of Mechanized Fertilizer Handling facilities at East Quay-7 (EQ-7) in the Inner harbour of Visakhapatnam Port, on Design, Build, Finance, Operate & Transfer (DBFOT) basis”
- B) Earnest Money Deposit : Rs. 1,00,000/-
- C) Security Deposit : 10% of the contract value in Cash including earnest money or Bank Guarantee from Scheduled/ Nationalized bank in VPT proforma.
- D) Work Completion period : 90 Days

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CONTRACT CONDITIONS:

**1. EXECUTION OF WORK:** Refer Terms of Reference (TOR) for full details.

Preparation of the “Techno Economic Feasibility report” shall be carried with a team of highly skilled professionals having in depth knowledge of all Port operations, traffic study, market survey, infrastructures available, railway and road network facilities, planning’s, environmental issues, fertilizer terminals, loading and unloading systems, dust suppression systems, fire fighting systems, preparation of project estimates, implementation schedules, annual operation and maintenance cost for projects, financial viability analysis, TAMP guidelines, etc...

**2. SCOPE OF WORK:** Refer Terms Of Reference (TOR) for full details

- Study of the following:
  - a. Existing infrastructure / facilities and performance of the Port
  - b. Traffic study and Import volumes of indicated cargo, i.e. both finished and raw Fertilizer and other compatible cargoes. Detailed market analysis and forecast for the future.
  - c. Study of existing facilities such as, berthing facilities, handling systems, backup infrastructure facilities, Port railway facilities and other utilities available in the existing EQ-7 berth area for development of the proposed facilities.
  - d. Identifying the additional supporting infrastructure if required like, rail connectivity and road access for the proposed handling facility.
  - e. Planning of backup area including strengthening schemes for storage including development of railway yard for bagging and wagon loading system.
  - f. Study on alternative proposals for mechanized fertilizer handling along with detailed estimations including mechanical and electrical equipments and civil structures etc.,(minimum three alternatives are to be submitted).
  - g. Illumination and power supply for alternative proposals.
  - h. Suitable dust suppression system and fire fighting system.
  - i. Capital cost estimate and implementation schedule.
  - j. Annual operation and maintenance.
  - k. Financial viability (viability analysis, sensitivity analysis and discounted cash flow statement for 30 years).
  - l. TAMP guidelines to be considered during above studies.
  - m. Study of existing, backup infrastructure facilities and other utilities available in the EQ-2 to EQ-5 Berths for developments of Port facilities and also various other backup areas available in the Port.

**3. INSPECTION OF SITE BY CONSULTANT / BIDDER:** The Consultant / Bidder is advised to inspect the project facilities before submitting his tender.

**4. ESCALATION OF RATES:** No claim for escalation of rates quoted due to any delay will be entertained.



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5. CLARIFICATION: The decision of Chief Mechanical Engineer is final in case of any clarifications.
6. QUANTITIES: The scope of the work cited above is only indicative, the consultant/Bidder has to carry out the detailed study of all the aspects while preparing the TEFR for the project. The Consultant / Bidder cannot claim anything extra after the award of work.
7. AWARDING OF WORK: The entire work may be awarded in full or in part, at the discretion of the Chief Mechanical Engineer.
8. DAMAGE TO PROPERTY: Any damage to the Port property shall be rectified by the Consultant / Bidder at his own cost.
9. CANCELLATION OF ITEMS: The department reserves the right to cancel the execution of some items of work awarded, at any time during the execution of contract. No claim by the Bidder on this account and due to variation of any particular items will be entertained.
10. OBSTRUCTION TO NORMAL WORKING STAFF: The consultant / Bidder should see that no obstruction is caused to the normal working staff, consumers, etc., in the vicinity.
11. SECURITY ARRANGEMENTS: The consultant / Bidder should make his own security arrangements while carrying out the study and preparing the report and also staff deployed for the contract.
12. ARRANGEMENTS PERTAINING TO THE CONTRACT WORK: The Consultant / Bidder has to make their own arrangements for their office and equipment necessary for carrying out the study with regard to preparation of TEFR pertaining to the contract.
13. TOOLS & PLANTS: The Bidder has to have the required machinery, tools and tackles for the inspections, assessments, study of work for carrying out the said scope of work.
14. SAFETY MEASURES: The Bidder is responsible for taking precautionary measures for the safety of lives of staff working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of the Bidder.
15. COST OF STAFF AND EQUIPMENT: The rates quoted by the Bidder should be inclusive of the cost of all the skilled professionals, unskilled workmen and required equipments to carry out the feasibility study. The bidder can not claim anything extra during the execution of the given work.

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16. **WORKING OF EXTRA HOURS:** The professionals have to work in general shifts from 8 hrs every day, including Sunday and public holidays. The requiring supervision carried out by the Bidder beyond port working hours, the over time charges involved in such supervisions shall be borne by the Consultant / Bidder. The Consultant / Bidder should apply in writing well in advance of such work to the Engineer-in-Charge.
17. **PENALTY:** Refer Terms of Reference (TOR)
18. **PAYMENT TERMS:** Refer Terms of Reference (TOR)
19. **NON-PAYMENT FOR INCREASED RATES:** No claim for any increase in rates will be entertained by the department.
20. Please refer TOR for all details of the scope of work, feasibility analysis, economic analysis, reports, project implementation schedules, durables, liquidate damages etc.
21. **INCOME TAX:** Income Tax will be recovered from the consultant's bills as per extant rules.
22. **Service Tax:** The Service Tax amount will be paid extra at actuals on submission of documentary proof.
23. **INSPECTION OF WORKS:** The CME/ DCME-II/ S.E(MECH) / A.X.E(M/P) / AE(M/P)) his authorized representative shall have the right to inspect the site and work done during the contract period.
24. Consultant / Bidder has to comply with QMS, EMS, OHSAS and ISPS norms of VPT.
25. VPT statutory requirements  
The Consultant / Bidder shall comply with the provisions of all the Acts, Laws, any Regulation or Bye-Laws of any Local or other Statutory Authority applicable in relation to the execution of the subject works, such as but not limited to:
- (i) Payment of Wages Act, 1936 (Amended),
  - (ii) Minimum Wages Act, 1948 (Amended),
  - (iii) The Consultant / Bidder Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended,
  - (iv) Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976,
  - (v) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to

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time. The Consultant / Bidder shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account,

- (vi) Motor Vehicle Act, 1988 & Motor Vehicle Rules –1989 as amended up to 2007,
- (vii) Electricity Act, 2010 with upto date amendments from time-to-time.

**26. Legal Requirements / Acts:** The Consultant / Bidder should comply with the following legal requirements / Acts (Wherever applicable)

1. The Environment (Protection) Act & Rules -1986 as amended up to 04-10-2010.
2. The Hazardous Management , Handling and Trans boundary Movement) Rules, 2009
3. Manufacture, storage and import of Hazardous Chemicals Rules 1989 as amended up to 2000.
4. The Noise Pollution Regulations & Control Rules 2000 as amended upto 2010.
5. The Batteries (Management & Handling) Rules 2001 as amended upto 2010.
6. Factories Act-1948 & Factory Rules as amended up to 2005.
7. The Visakhapatnam Municipal Corporation Act-1979 as amended upto 2006 (Forming as Greater Visakha).
8. Fire Protection Facilities for Port Oil Terminals OISD (Oil Industry Safety Directorate) Guidelines 1992.
9. VPT (Transport, Handling & Storage of dangerous goods) Regulations 1992 as amended up to 1999.
10. The Air (Prevention & Control of Pollution Act -1981) and Rules 1982 as amended up to 2009.
11. Railway Regulations
  - a) Indian Railway Track Design & Manufacture.
  - b) South Indian Railway Accident manual 1991.
- 12 The Radiation Protection Rules 1971 as mentioned upto 2004.
- 13 Explosives Act - 1884 as amended up to 1993.
- 14 Electricity Act 2003 with the rules.
- 15 Solar Regulations 1974 as amended up to 2010.
- 16 Marpol Regulations 73/78 with the Annexure (I, II, III, V & VI) as amended up to 2010.

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ADDITIONAL CONTRACT CONDITIONS

1. No advance payment shall be given to any agency on any grounds what so ever.
2. During the execution of the work, if the activities/ movements utterances / behavior etc. of the staff deployed by the bidder are found suspicious, questionable or against the directions given by Port authorities or the Official of the Department from time to time, in this regard, the staff shall be called back replaced from duty by the bidder and a substitute shall be provided in his/their place immediately with in one day notice. The working time will be of 8 hours (preferably 9.00 AM to 5.00 PM or as decided by the Engineer-in-charge) 7 days in a week including Sunday and public holidays. All the particulars such as time of arrival and departure form site should be mentioned in the logbook.
3. The consultant shall commence the work within 10 days of date of LOI. In case of any delay, penalty will be imposed as per terms and conditions of contract.
4. Visakhapatnam Port trust shall not be responsible for any damage caused to the machinery, staff deployed by the Consultant / Bidder for carrying out the subject work, by the bidder due to any accident/ fire/ natural calamity or any unforeseen circumstances or during performance of its duty.
5. Rates quoted by the Consultant / Bidder in Work schedule Sl.No 1 shall be inclusive of all taxes/charges applicable at the time bid submission. and nothing will be paid extra on the quoted rates.
6. In case, the successful bidder is found to have committed breach of any terms and conditions of contract at any stage, legal action as per rules / laws shall be initiated against the agency concerned. The bidder shall also be black listed from the list of Visakhapatnam Port Trust in future works for the specified period.
7. No additional condition in contravention of terms and conditions of NIT shall be accepted at all and such tender shall be rejected without assigning any reason.
8. The consultant shall abide by all the terms and conditions of the contract of the work. In case of breach of any of the terms and conditions, the Visakhapatnam Port Trust shall be at liberty to terminate the contract upon giving a Show Cause notice with a 30 day cure period.
9. The Consultant / bidder shall be responsible for making payments of wages and other benefits/ perks to the and other staff required for this contract engaged by

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him as per the rates fixed by District Administration, Visakhapatnam under  
Minimum Wages Act i.e. ALC Rate.

10. Deduction towards Income Tax, DVAT, Labor Cess and other taxes as admissible shall be deducted on the prevailing rates from the gross amount of the bills.
11. The Consultant/ bidder shall not be entitled to claim interest on the bid security / performance security.
12. The Consultant/ bidder will be responsible for payment of damage in case of any accident of whatsoever nature during the period of the contract.
13. The Consultant/ bidder shall make his own arrangements for vehicles etc., for their staff movement during the contract period.
14. The Consultant / bidder shall be liable for any claim whatsoever that arises due to any accident and consequent injury to any one and no responsibility or liability shall rest on the Visakhapatnam Port trust. The Consultant / Bidder undertakes to indemnify the Visakhapatnam Port Trust against all loses, damages, costs etc. and shall always keep it fully indemnified during the period of contract regarding such risks.
15. No additional Condition in Contravention of terms and conditions of NIT shall be accepted at all and such tenders shall be rejected without assigning any reason.
16. **UNDERTAKING BY THE BIDDER:**  
I am aware of the General Directions, TOR, NIT, conditions of contract works and additional conditions including amendments issued from time to time of the Mechanical & Electrical Engineering Department, Visakhapatnam Port Trust. I will abide by them whenever works are entrusted to me and will sign them at the time of agreement without questioning. Also, I will not claim anything extra for the reason that they are not supplied along with tender papers.

**17.COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT**

a) Commencement of Services

The Consultant/ bidder shall commence the Services within a period of one week from the date of LOI.

b) Termination of Contract for failure to commence Services

If the Consultant/ bidder does not commence the Services within the period specified above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant / bidder, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant / bidder shall stand forfeited.

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c) Expiration of Contract

Unless terminated earlier pursuant to above hereof, this contract shall, expire when services have been completed and confirm by the employer by the issuing completion certificate at the end of 3 (three) months or such other time period as the party may agree in writing.

d) Termination of Contract

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any defaults of the events specified in the TOR.

18. JURISDICTION OF COURTS:

All such disputes, which could not be settled at the intervention of Chairman, VPT, shall be subjected to the jurisdiction of the courts at Visakhapatnam only.

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Terms of Reference (TOR)

1. General

- 1.1 Visakhapatnam is the largest city in the Indian state of Andhra Pradesh located 370 kilometres North-East of Capital Region. It is the third largest city on the East coast of India.
- 1.2 Visakhapatnam Port intends to install a Mechanized fertilizer handling berth East Quay -7 berth (EQ-7) in the Inner harbor on DBFOT basis on PPP Mode', to ensure faster unloading/dispatch rate and to accommodate the anticipated growth in fertilizer traffic.
- 1.3 Keeping in view the growing needs of the fertilizer handling, the Visakhapatnam Port proposes Preparation of Techno Economic Feasibility Report (TEFR) for the Project "Installation of Mechanized Fertilizer Handling facilities at East Quay-7 (EQ-7) in the Inner harbour of Visakhapatnam Port, on Design, Build, Finance, Operate & Transfer (DBFOT) basis"

The project is envisaged with the following component:

"Installation of Mechanized Fertilizer Handling facilities at East Quay-7 (EQ-7) in the Inner harbour of Visakhapatnam Port, on Design, Build, Finance, Operate & Transfer (DBFOT) basis.

2. Objective

- 2.1 The Authority (VPT) intends to appoint a consultant for the Preparation of Techno-Economic Feasibility Report for the Project "Installation of Mechanized Fertilizer Handling facilities at East Quay-7 (EQ-7) in the Inner harbour of Visakhapatnam Port, on Design, Build, Finance, Operate & Transfer (DBFOT) basis"

3. Scope of services

PART-1 : Techno-Economic Feasibility Studies duly coverings the following:

**3.1**

- a) Existing infrastructure / facilities and performance of the Port
- b) Traffic study and Import volumes of indicated cargo, i.e. both finished and raw Fertilizer and other compatible cargoes. Detailed market analysis and forecast for the future.
- c) Study of existing facilities such as, berthing facilities, handling systems, backup infrastructure facilities, Port railway facilities and other utilities available in the existing EQ-7 berth area for development of

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the proposed facilities.

- d) Identifying the additional supporting infrastructure if required like, rail connectivity and road access for the proposed handling facility.
- e) Planning of backup area including strengthening schemes for storage including development of railway yard for bagging and wagon loading system.
- f) Study on alternative proposals for mechanized fertilizer handling along with detailed estimations including mechanical and electrical equipments and civil structures etc., (minimum three alternatives are to be submitted).
- g) Illumination and power supply for alternative proposals.
- h) Suitable dust suppression system and fire fighting system.
- i) Capital cost estimate and implementation schedule.
- j) Annual operation and maintenance.
- k) Financial viability (viability analysis, sensitivity analysis and discounted cash flow statement for 30 years).
- l) TAMP guidelines to be considered during above studies.
- m) Study of existing, backup infrastructure facilities and other utilities available in the EQ-2 to EQ-5 Berths for developments of Port facilities and also various other backup areas available in the Port.

NOTE: The above scope is only indicative, the scope of the consultant includes all the aspects of the project for preparation of Techno- economic feasibility report.

- 3.2 The consultant shall study business potential of Visakhapatnam for fertilizer handling both foreign and domestic trade and a forecast shall be made covering a minimum period of 15 years in the backdrop of developments taking place in the National/International arenas. The consultant is expected to study the potential of fertilizer market including world market etc.
- 3.2 The consultant shall also study the business potential of the fertilizer terminal an accessible public destination to the international as well as domestic customers. The consultant shall submit an inception report to VPT and make a presentation on the findings.
- 3.3 Identification of Business Prospects and Preparation of a Comprehensive Marketing Strategy to attract traffic to VPT on a Short, Medium and a Long Term Basis.
- 3.4 Establishing the suitability of facilities that can be accommodated along with the existing jetty including dredged depth, fixtures etc., for and identify the requirements for modification of the existing jetty, if any.
- 3.5 Establishing the suitable road/rail connectivity and transport systems.
- 3.6 Financial and Economic appraisal and structuring of the project and determination of benchmark revenue share that the Port could expect.
- 3.7 Description of the findings and recommendations of the Consultant.



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PART-2 : Detailed Project Report

- 3.8 Planning of the functional requirements of the proposed facility based on the traffic study and business potential of the venue, so as to develop Mechanized fertilizer handling terminal.
  - 3.9 Conceptual layout plans and evaluation of the Plan based on the cost of creating the facilities, operational issues, possibility and extent of future expansion, adaptability to variations, environmental impact, etc..
  - 3.10 Preliminary Designs and Cost Estimates for the finalized Development Plan.
  - 3.11 Detailed layout drawings for the various facilities based on the finalized Development Plan and preparation of bidding documents.
  - 3.12 Project Implementation Schedule.
  - 3.13 Prepare various alternative layouts and establish the optimum /suitable layout for approval.
  - 3.14 Preparation of preliminary designs, drawings, specifications for the proposed structures. Consultants shall also prepare detailed designs and drawings after finalization of the project proposal.
  - 3.15 Consider various other relevant aspects / consequences / requirements of the recommended development works like acquisition of land, issues to be taken up with respective authorities/ agencies.
  - 3.16 Analysis of the existing situation, nature and magnitude of problems to be addressed.
  - 3.17 The Consultant shall work out BOQ of various components and prepare tender drawings, detailed cost estimates of the Project with a break up of cost for each component separately. To the construction cost so arrived at the Consultant may add appropriate percentage thereof as a lump sum provision for physical and price contingencies, interest during construction and other financing costs, pre- construction expenses etc.
  - 3.18 The consultant shall prepare Tender Document for the above after finalization of the project proposal as per the conditions of contract relates to VPT.
  - 3.19 Description of the findings and recommendations of the Consultant.
- 4.0 Financial analysis
- i. Detailed financial analysis is required to be undertaken by the Consultant. However, the Consultant shall provide the estimated construction costs, operation and maintenance costs, traffic forecast, revenues etc., as part of its financial analysis and appraisal of the Project. The Consultant shall, also provide a assessment of the financial viability of the Project with a view to estimating the likely Internal Rate of Return (IRR) over a period of 10 (ten) years, 20 (twenty) years and 30 (thirty) years respectively. It shall also provide assistance during the Process of obtaining approval from the Ministry of Shipping / Government agencies. The Consultant shall make realistic assumptions about the traffic projections and the resulting revenue streams with a view to making an assessment of the capital cost that can be sustained

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by such revenues. For this purpose, the Consultant shall undertake thorough traffic assessment and demand and capacity assessment and a topographic survey to identify geometric improvements required etc. The project components should be so formulated as to make the project viable. In determining its aforesaid strategy, the Consultant shall also seek the advice of the Authority.

5.0 Economic Analysis:

- i. Economic Analysis: The consultant should undertake detailed economic analysis for the project, which shall include but not limited to econometric analysis, estimation of economic IRR etc. for the project.

6.0 Initial Environment Examination (IEE)

IEE should be carried out as part of this study. Thus it can assure that the Project will be environmentally feasible. The general objectives of IEE study should at least cover the following:

- i. to provide information about the general environmental settings of the project area as baseline data.
- ii. to provide information on potential impacts of the project and the characteristic of the impacts, magnitude, distribution and their duration.
- iii. to provide information on potential mitigation measures to minimize the impact including mitigation costs.
- iv. to provide basic information for formulating management and monitoring plan.

The present study shall deal with the Environmental issues related to the Project in order to assess the likely impact. IEE shall be conducted within the short time available. The study shall mainly depend on secondary data on physiological condition of the area. Field verifications shall be undertaken by the study team for updating the secondary data if necessary. The data collected shall be analyzed for the predictions of the possible impact, based on which an Environmental Monitoring Plan (EMP) shall be prepared.

7.0 Reports

All reports and documents prepared by the Consultants shall be professional, precise and objective. The report formats shall be finalised in Consultation with the Authority officials.

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report. The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the NIT, Scope of work and the Work Plan. The consultant shall make power point presentations to VPT officials or Ministry of shipping if required and should assist VPT for seeking approval from the Government.

The Consultants shall provide the following reports to VPT:

- i) Inception Report on completion of site visit for the scope of work, collection of data & relevant information. (5 numbers of hard copies and one soft copy (in editable and non-editable format))
- ii) Conceptual Layout Plan Report along with draft TEFR (5 numbers of hard copies and one soft copy (in editable and non-editable format))
- iii) Draft Final TEFR (5 numbers of hard copies and one softcopy (in editable and non-editable format))

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- iv) Final TEFR (5 numbers of hard copies and one soft copy (in editable and non-editable format)) All the reports submitted to the Authority shall be in editable and non-editable formats.

8.0 Stages of payment for the consultancy services of Project Report are as under:

- i) 50% of the lump sum fee is payable on completion of site visit for the scope of work, collection of data & relevant information and submission of draft TEFR duly making a presentation to VPT officials along with soft copies.
- ii) Remaining 50% of the fee is payable on preparation of final TEFR duly incorporating all the suggestions / inputs raised during the draft TEFR and on submission of the final TEFR including presentation along with soft copies.

NOTE:

- i. The port may at its discretion terminate the services at any stage of work and the Consultant will then be paid on pro-rata basis for completed services. All the payment under this contract will be made only in Indian Rupees. The fees/price may be quoted in Indian Rupees only. The consultants shall be paid for the services rendered as per the TOR as per payment schedule given above. The Service Tax prevalent will be paid extra to the consultant.
- ii. The consultant shall register their Consultant / Bidder/ company with statutory authority for payment of service tax as per the relevant law and produce proof of such registration to the Authority. The Service Tax component on I stage payment will be released along with that payment. Service Tax components on subsequent stage payments will be released only on production of proof of remittance of such tax on the stage of payment preceding the stage for which the claim is submitted. The service tax component for the final stage payment will be released only on production of proof of its remittance, in advance.

9.0 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:-

- a) No advance payment shall be paid to the consultant.
- b) The payment for the interim running account bills (R.A. Bill) shall be made to the Consultant within 15 days of date of certification of the bill by the Authority. For the final bill, the payment shall be made within 30 days of the day of certification of the bill by the Authority provided that there should not be any disputed item. If bills are in order and there are no disputed items, the bills shall be certified by the Authority within seven working days of the receipt of the bill by the Authority. In case Authority feels the submitted bill is not in line with the agreement, the same shall be returned to consultants promptly within seven days to resubmit the bill in acceptable form or withdraw the bill if it is disputed or beyond the scope of agreement. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Authority may add or subtract the difference from any subsequent payments.

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- c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory forty five (30) calendar days after receipt of the final report and final statement by the Authority unless the Authority, within such thirty (30) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Authority has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Authority within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Authority for reimbursement must be made within twelve (12) calendar months after receipt by the Authority of a final report and a final statement approved by the Authority in accordance with the above.

9.1 Penalty:

If the Consultant fails to adhere to time schedule  $\frac{1}{2}$  % of consultancy value of the work would be recovered for delay of every one-week or part there-of towards compensation subject to a maximum of 10% of consultancy value of the work. The decision of the Chief Mechanical Engineer is final to levy compensation by examining the facts for delay.

10.0 Services as indicated in payment schedule at Annexure-III (Financial proposal) Scheduled time

Scheduled period of completion of the work: 3 months

- a) Eight (4) weeks for site visit, data collection, preparation and submission of draft TEFR from the date of issue of work order.
- b) Two (2) weeks submission of the draft TEFR along with presentation and soft copies.
- c) Two (2) weeks for making a presentation of final TEFR to VPT and for VPT to furnish comments.
- d) Four (4) weeks for submission of final TEFR

11.0 The time period for the various stages of services as indicated in financial proposal, is as under:

Note:

- i) Three (03) months period excludes the time taken by the Authority for various approvals between (a), (b), (c) & (d)
- ii) The consultant will indemnify for any direct loss or damage which accrue due to deficiency in services in carrying out consultancy services.

12.0 Completion of Services

The project data shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of

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Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the items as per the Scope of Services.

13.0 Experience and qualifications of Key Personnel shall be as follows:

Sl No	Designation	Qualification	Details of the Project for which experience claimed
a)	Team Leader	Should have requisite experience of 10 YEARS in carrying similar works of projects costing not less than Rs.217 crores (Port related Traffic, Cargo study, Rail network study etc.)	
b)	Civil cum Design Engineer	Should have Post Graduation in Civil Structural Engineering with 7 years experience in Designs of similar works	
c)	Mechanical Engineer	Should have Graduation in Mechanical Engineering with 5 years experience in similar works.	
d)	Electrical Engineer	Who is having graduation in Electrical Engineering with 3 (three) years experience in designing fire control/ PLC/ Electrical system.	
e)	Environmental Engineer	Should have requisite experience of 10 YEARS in carrying environmental issues similar projects	

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ANNEXURE – I

NAME OF THE CONSULTANT / BIDDER

Experience: Works completed.

Please fill the information about the works completed over the past 7 years.

Sl No	Name of the organization	Name of the work and its location	Contract price and date of award	Target date of completion	Actual date of completion

BIDDER

CONSULTANT /

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ANNEXURE – II

NAME OF THE CONSULTANT / BIDDER

Experience: Works on hand.

SI No	Name of the organization	Location and description of work	Value of Contract	Value completed and certified	Percentage of practical completion	Schedule date of completion of work

CONSULTANT / BIDDER

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ANNEXURE – III

NAME OF THE CONSULTANT / BIDDER

RESOURCES: List of Engineers / Supervisors proposed to be engaged on the work.

Sl No	Name & Designation	Qualification	Experience in relevant field

BIDDER

CONSULTANT /



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ANNEXURE – IV

CHECK LIST TO THE TENDER SCHEDULE

(For documents to be submitted by the consultants for acceptance of the tender)

1. EMD (by DD or BG) -- Submitted / NA  
(For works costing above Rs. 1.00 lakh, amount as mentioned in the NIT)
2. Transaction fee -- Submitted / NA  
(In case of tender schedule down loading from VPT Website)
3. Proof of experience in executing similar nature -- Submitted / NA  
of works completed during last 7 years.  
(Similar completed works should be average annual turnover  
for the last 3 years shall be Rs 15.00 Lakhs)
4. Proof of average annual turnover -- Submitted / NA
5. Proof of valid solvency i.e., validity within one year -- Submitted / NA
6. Annexure-I, II & III -- Submitted / NA  
(Tenders invited in two-bid system)  
Annexure-I - list of consultancy services completed during last 7 years.  
Annexure-II - list of consultancy services on hand.  
Annexure – III - list of key personnel.
7. Annexure – A -- Submitted / NA  
Joint Venture / Consortium
8. Annexure – B -- Submitted / NA  
General Directions

Signature of the consultant / bidder

NOTE:

- (1) The consultant shall submit all the above documents including this checklist duly signed.

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ANNEXURE-A

- a) J.V./consortium Consultant / Bidder agreeing to form Joint Venture / Consortium must accept colligations or commitments under the contract jointly and severally.
- b) J.V./Consortium should be in written of legally acceptable agreement and such agreement should have formed prior to participating in the bid.
- c) Such agreements/MOU should be notarized, if true copies submitted.
- d) J.V./Consortium agreement should contain explicitly the scope and responsibilities of all the partners in terms of financial and technical commitments/contributions. The J.V./Consortium should be severally and jointly responsible.
- e. J.V./consortium should be formed in India as per the provisions of Indian acts and shall be executed in the stamp paper of requisite value. The validity of agreement should be five (05) years after commissioning of the subject project at VPT.
- f) All the J.V./consortium companies must be registered as per the India Law.
- g. in case of (J.V Partners) shall together satisfy the minimum qualification criteria, members of the J.V./Consortium, who claim experiences and financial turn over shall have at least 26% equity in the consortium. The maximum members in the JV/Consortium shall not be more than 3(three) in number.
- h) While evaluating the partners of joint venture / consortium the partners of each shall be evaluated individually and / or jointly. It means that, if there are 2 partners, each partner has to meet the pre-qualification criteria of completion of one similar or two similar or three similar works, as the case may be, of the value indicated in the criteria either individually or in combination. It may further be noted that the individual work of each joint venture partner shall be evaluated and when combined the total value of the same should be equal to or more than the value of each category of work indicated in the pre-qualification criteria.
- i) J.V./consortium members should designate /nominate one member as “lead member with all necessary power authority to for and on behalf of the consortium,

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all acts, deeds and things as may be necessary in connection with bid for the execution of work.

j. All J.V./consortium partners should furnish all relevant data like experience in similar works executed, financially audited statements, Consultant / Bidder registration No and other commercial details along with bids.

k) In case J.V./consortium is successful, the contract will be signed between VPT and the consortium lead member. The other members will also sign the contract alongside the consortium lead member.

L) The invoices to be submitted for payment would be certified by the lead member of the consortium.

In case company /Consultant / Bidder is having fully owned subsidiary company in India, they may use their subsidiary company for bidding However, the principal (holding 100% shares of subsidiary company) should guarantee for all commitments of subsidiary company. In this case the experience and financial status of the principal company will be considered.

Joint Venture Data

Sl.No	Name and Address of The Consultant / Bidders	Name of the Partners	Date of Agreement	Area/field Agreement Entered.

Note: The following list of enclosures(notarised) are to submitted in case of joint venture /consortium namely 1) joint agreement / MoU 2) Proposed distribution in responsibilities 3) Name of the person/Consultant / Bidder responsible for execution – Lead member of J.V/Consortium 4. Power of Attorney of lead member.

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ANNEXURE-B

III. GENERAL DIRECTIONS:

1. All works proposed for execution by Contract will be notified in the form of invitation to Tender pasted in public places and signed by the Chief Mechanical Engineer, Visakhapatnam Port Trust.

This form will state the work to be carried out, as well on the date for submitting and opening Tenders and the time allowed for carrying out the work also. The amount of Earnest Money to be deposited with the Tender and the amount of Security Deposit to be deposited by the successful Tenderer and the percentage, if any, to be deducted from Bills. Copies of the specifications, designs and drawings and any other documents equipped in connection with the work signed for the purpose of identification by the Chief Mechanical Engineer, Visakhapatnam Port Trust, shall also be open for inspection by the Consultant / Bidder at the Office of the Chief Mechanical Engineer, Visakhapatnam Port Trust during office hours.

2. In the event of the Tender being submitted by a Consultant / Bidder, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of Attorney, authorizing him to do so. Such power of Attorney to be produced with the Tender and it must disclose that the Consultant / Bidder is duly registered under the Indian Partnership Act.

3. Receipts for payment made on account of a work when executed by a Consultant / Bidder must also be signed by the several partners, except where the Consultant / Bidders are described in their Tender as a Consultant / Bidder, in which case the receipts must be signed in the name of the Consultant / Bidder by one of the officials, for the Consultant / Bidder.

4. Any person who submits a Tender shall fill up the usual Printed Form, stating at what rate he is willing to undertake each item of work. Tenders, which propose any alteration in the work specified in the said form of Invitation to Tender or in the time allowed for carrying out the work, of which contain any other conditions of any sort will be liable for rejection. No single Tender shall include more than the work, but the Consultant / Bidders who wish to Tender for two or more works, shall submit separate Tenders for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.

5. The Tender Committee constituted for the purpose, will open Tenders in the presence of any intending Consultant / Bidders, who may be present at the time, and will cater the amounts of the several Tenders in a comparative statement in a suitable form, in the event of a tender being accepted, a receipt for the Earnest Money forwarded therewith, shall thereupon be given to the Consultant / Bidder, who shall thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule-1. In the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tender, shall thereupon be returned to the Consultant / Bidder making the same.

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6.The Board shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.

7.The receipt of an accountant or clerk for any money paid by the Consultant / Bidder will not be considered as an acknowledgement of a payment to the F.A.& C.A.O. (Port Trust) and the Consultant / Bidder shall be responsible for seeing that he procures a receipt signed by the F.A.& C.A.O. (Port Trust) of a duly authorized Cashier.

8.The memorandum of work tendered for, and the Schedule of materials to be supplied by the Port Trust Mechanical Engineering Department, shall be filled in and completed in the office of the Chief Mechanical Engineer before the Tender Form is issued. If the Form is issued to an intending tenderer without having been so filled in the completed, he shall request the office to have this done before he completes and delivers his tender.

#### IV. CONDITIONS CONTRACT

##### SECURITY DEPOSIT:

##### CLAUSE-1

(This will be the same percentage as that in the Tender at (E))

The person/persons whose tender may be accepted (hereinafter called the Consultant / Bidder) shall (a) within one day for a Consultant / Bidder of Rs.1,000/- or less, two days for one of Rs.2,000/- or less and so on upto a limit of ten days of the receipt by him of the notification of the acceptance of his tender) Deposit with the Financial Adviser and Chief Accounts Officer (Port Trust) in Cash or Government Securities, endorsed to the Financial Adviser and Chief Accounts Officer (Port Trust) (if deposited for more than 12 months) a sum sufficient with amount of the Earnest Money deposited by him with his Tender to make up the full Security Deposit specified in the Tender or (b) permit the Board at the time of making any payment to him for work done under the Contract to deduct such sum as will (with the Earnest Money deposited by him), amount to ten percent of all moneys to be payable, such deductions to be held by the Board by way of Security Deposit provided always that in the event of the Consultant / Bidder depositing a lumpsum by way of Security Deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for the Board at the time of making any payment to the Consultant / Bidder for work done under the Contract to make up the full percentage of percent, by deducting a sufficient sum of every such payment at last aforesaid. All compensation or other such money payable by the Consultant / Bidder to the Board under the terms of his Contract, may be deducted from or paid by the sale of a sufficient part of his Security Deposit or from the interest arising there from or from any sums or any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Consultant / Bidder shall within ten days thereafter make good in cash or Government Securities as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

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CLAUSE – 2

A) The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Consultant / Bidder and shall be reckoned from the date on which the Order to commence work is given to the Consultant / Bidder. The work shall throughout the stipulated period of the Contract, be processed with all due diligence (time being deemed to be of the essence of the Contract on the part of the Consultant / Bidder) and the Consultant / Bidder shall pay as compensation, an amount equal to ½ percent per every week of delay, subject to a maximum of 10% on the whole Contract value as the competent authority whose decision in writing shall be final) may decide on the amount of the Contract value of the whole work as shown by the tender that the work remains uncommenced or unfinished, after the

proper dates and further, to ensure good progress during the execution of work, the Consultant / Bidder shall be bound in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one fourth of the whole time allowed under Contract, has elapsed, one half of the work, before one half of such time has elapsed and three fourths of the work before three fourth of such time has elapsed. In the event of the Consultant / Bidder failing to comply with this condition, he shall be liable to pay as compensation, an amount as mentioned above, as the competent authority (whose decision in writing shall be final) may decide on the said Contract value of the whole work for every week that the due quantity of the work remains incomplete.

B.) A penalty of 10% will be levied, if there is any deviation in specification, other than that agreed by V.P.T.

NOTE: The competent authority in this case, the authority empowered to sanction the work. b) In case the Consultant / Bidder violates any condition in the Contract or the approved specification and / or delivery schedules, the Consultant / Bidder shall be liable to pay penalty at a sum not exceeding 10% of the Contract price as decided by the competent authority.

CLAUSE – 3

(Action when whole of Security Deposit is forfeited)

In any case in which under any Clause or Clauses of this Contract, the Consultant / Bidder shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit (whether paid in one sum or deducted by installment) or submitted a breach of any of the Terms contained in Clause 19-B, the Chairman, on behalf of the Board shall have power to adopt any of the following course, as he may deem, best suited to the interest of the Board.

(a) (i) "To rescind the Contract (of which the Rescission Notice / Order, intimating the Consultant / Bidder, under the hand of Chairman or the Authority nominated by the Chairman, with the approval of Chairman, VPT, shall be the conclusive evidence) and in which case, the Security Deposit to the Consultant / Bidder shall stand forfeited and be absolutely at the disposal of the Board".

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(a) (ii) "To rescind the Contract (of which the Rescission Notice./Order, intimating the Consultant / Bidder, under the hand of C.M.E./VPT in respect of Contracts in Mechanical Department, or their subordinate officers for Contracts awarded upto Rs.3. lakhs (Rupees three lakhs only) with the prior approval of Chairman, VPT., shall be the conclusive evidence) and in which case, the Security Deposit to the Consultant / Bidder shall stand forfeited and be absolutely at the disposal of the Board".

(b) To employ labour paid by the Port Trust, Mechanical Department and to supply materials to carry out the work or any part of the work, debiting the Consultant / Bidder with the cost of the labour and the price of the materials of the amount of which case and price, a certificate of the Engineer-in-charge shall of final and conclusive against the Consultant / Bidder and crediting him with the value of the work done, in all respects in the same manner and at the same rates as in had been carried out by the Consultant / Bidder under the terms of his Contract, the certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the Contract.

(c) To measure up the work the Contract and to take such part thereof as shall be unexecuted, out of his hands and to give it to another Consultant / Bidder to complete, in which case, any expenses which may be incurred in excess of the sum which would have been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Consultant / Bidder and may be deducted from any money due to him by the Board under the Contract or otherwise from his Security Deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of the above course being adopted by the Board, the Consultant / Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on account of, with a view to the execution of the work or the performance of the Contract or the performance of the Contract, and in case the Contract shall be rescinded under the provision 'aforesaid', the Consultant / Bidder shall not be entitled to recover or be paid any sum for any work thereto actually performed under his Contract, unless and until the Chief Mechanical Engineer, Visakhapatnam Port Trust, will have certified in writing, the performance of such work and the value payable in respect thereof and he shall be entitled to be paid the value so certified.

CLAUSE – 4

(The Consultant / Bidder remains liable for compensation if action is not taken under clause-3)

(Power to take possession of or sell Consultant / Bidder's plant)

In any case in which any of the powers conferred upon the Board by Clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not, withstanding be exercisable in the event of any further case of default by the Contract for which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his Security Deposit and the liability of the Consultant / Bidder for the past and future compensation shall remain unaffected. In the event of the Board putting into force

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either or the powers (a) or ( c ) vested on him under the proceeding clause, he may, if he so desires, take possession of all or any tools, plant materials and stores, in or upon the works or the site thereof or belonging to the Consultant / Bidder or procured by him 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, or in case of these being not applicable, as current market rates to be certified by the Engineer-in-charge whose certificate thereof, shall be final, otherwise the Chief Mechanical Engineer may be noticed in writing to the Consultant / Bidder, of the works Foreman or authorised agent require him to remove such tools, plant, materials of store from the premises within a time to be specified in such notice) and in the event of the Consultant / Bidder failing to comply with any such requisition, the Engineer-in-charge may remove them at the Consultant / Bidder's expenses or sell them by auction or private sale on account of the Contract and at his risk in all respects and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Consultant / Bidder.

CLAUSE – 5

(Extension of time)

If the Consultant / Bidder shall desire on extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other grounds, he shall apply in writing to the Chief Mechanical Engineer within 30 days of the date of the hindrance on account of which he desired such extension as aforesaid and the Engineer-in-charge shall if in his opinion (which shall be final) reasonable grounds be showed therefore authorise such extension of time, if any as may in his opinion be necessary or proper.

CLAUSE – 6

(Final Certificate)

On completion of the work, the Consultant / Bidder shall be furnished with a certificate by the Chief Mechanical Engineer on such completion, but no such certificates shall be given nor shall the work be considered to be completed until the Consultant / Bidder shall have removed from the premises on which the work shall be executed, all scaffolding, surplus of materials and rubbish, and cleaned floors or other parts of any building in, upon or about which the work is to be executed or which he may have had permission for the purpose of the execution thereof, nor until the work shall have been measured by the Chief Mechanical Engineer, whose measurements shall be binding and conclusive against the Consultant / Bidder. If the Consultant / Bidder shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning of the dirt on or before the date fixed for the completion of the Contract, or remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks and cleans off such dirt as aforesaid and the Consultant / Bidder shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum mutually realised by the sale thereof.

CLAUSE – 7

(Payment or intermediate certificate regarded as evidence)

No payment shall be made for works estimated of cost less than Rupees One Thousand till after the whole of the work shall have been completed and a



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certificate of completion given. But, in the case of works estimated to cost more than Rupees One Thousand, the Consultant / Bidder shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Chief Mechanical Engineer whose certificate of such approval and passing of the sums payable shall be final and conclusive against the Contract. But all such intermediate payments shall be regarded as payments; for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or to be considered as the admission of the due performance of the Contract, or any part thereof in any respect or the accruing of any claim nor shall include, determine or affect in any way, the powers of the Chief Mechanical Engineer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Contract. The final bill shall be submitted by the Consultant / Bidder within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all respects.

CLAUSE – 8

The Consultant / Bidder shall submit all bills on the printed, typed or cyclo-styled forms and the changes in the bills shall always be entered at the rates specified in the Tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such works.

CLAUSE – 9

(Payment of Consultant / Bidder's bills to bank)

Payments due to the Consultant / Bidder may, if so desired by him, be made to his bank, instead of direct to him, provided that the Consultant / Bidder furnishes to the Chief Mechanical Engineer (1) an authorization in the form legally valid documents, such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by the Board on his signature on the bill or either claim preferred against the Board before settlement by the Engineer-in-charge of the account or claim by payment to the bank, while the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Consultant / Bidder should wherever possible present his bills, duly receipted and discharged through his bankers. Nothing herein contained shall operate to create in favour of the Bank, any right or equities vis-à-vis the Board of Trustees of Visakhapatnam Port trust.

CLAUSE – 10

(Stores supplied by the Board)

If the specifications or estimate of the work provides for the use of any special description of materials to be supplied from the Chief Mechanical Engineer's stores or if it is required that the Consultant / Bidder shall be certain that the stores to be provided by the Chief Mechanical Engineer ( such materials and stores and price to be charged there therefore, the convenience of the Consultant / Bidder, but not so as in any way to control the meaning or effect of this Contract specified in the schedule of Memorandum hereto annexed) the Consultant / Bidder shall be supplied with such materials and stores as required

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from time to time to be issued by him for the purpose of the Contract duly and the value of the full quantity of materials and stores so supplied at the rates specified in the said Memorandum may be set off or deducted from any sums then due or thereafter to become due to the Consultant / Bidder under the Contract, or otherwise or against the Security Deposit or the process of sales thereof if the same is held in government securities, the same or a sufficient portion thereof being in this case, sold for the purpose. All materials supplied to the Consultant / Bidder shall retain the absolute property of the Board, and shall not on any account, be removed from the site of work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion of determination of the Contract, shall be returned to the Engineer-in-charge's stores if by a notice in writing under his hand he shall so require but the Consultant / Bidder shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials supplied to him as aforesaid being unused by him or for any shortage in or damage to any such materials.

CLAUSE – 11

(Work to be executed in accordance with specifications, drawings, orders etc.)

The Consultant / Bidder shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The Consultant / Bidder shall also conform exactly, fully and faithfully, to the designs, drawings and instructions in writing, relating to the work signed by the Chief Mechanical Engineer and ledged in his office to which the Consultant / Bidders shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the Consultant / Bidder shall, if he so requires be entitled at his own expenses, to make or cause to be made copies of the specifications and of all such designs drawings and instructions as aforesaid.

CLAUSE – 12

(Alterations in specifications and designs do not invalidate Contract extension of time in consequence of alterations)

(Rates for works not in estimate or Schedule)

The Engineer-in-charge shall have power to make any alteration in, omissions from, 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 the Consultant / Bidder shall be bound to carryout the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Consultant / Bidder may be directed to do in the manner above specified as part of the work shall be carried out by the Consultant / Bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the Certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be

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carried out at the rates entered in the schedule of rates of the Visakhapatnam Port Trust district which was in force at the time of the acceptance of the contract MINUS/PLUS the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender and if the altered additional or substituted work is not entered in the said schedule of rates then the Consultant / Bidder shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rates which it is his intention charge for such class of work and if the Engineer-in-Charge does not agree to his rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable PROVIDED ALWAYS that if the Consultant / Bidder shall commence work to incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge in the event of a dispute the decision of the Chief Engineer of the circle shall be final.

CLAUSE – 13

(No compensation for alteration or restriction of work to be carried out)

If at any time after the commencement of the work, the Board shall for any reason whatsoever, not require the whole thereof as specified in the Tender to be carried out, the Chief Mechanical Engineer shall give notice in writing of the fact to the Consultant / Bidder; who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

CLAUSE – 14

(Ratio and compensation payable in cast of the work)

If it shall appear to the Chief Mechanical Engineer or his subordinate in-charge of the work that any work has been executed with unsound imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work, are unsound or of a quality inferior to that Contracted for or otherwise not in accordance with the Contract, the Consultant / Bidder shall on demand in writing from the Chief Mechanical Engineer specifying the work, materials for articles complained of not withstanding that the same may have been inadvertently 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 removed the materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Chief Mechanical Engineer his demand aforesaid, then

the Consultant / Bidder shall be liable to pay compensation at the rate of one percent of the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure, the Chief Mechanical Engineer may rectify or remove, and re-execute the work or remove

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and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Consultant / Bidder.

CLAUSE – 15

(Works to be open to inspection)

(Contract responsible agent to be present)

All works under or in course of execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of the Chief Mechanical Engineer and his subordinate, and Consultant / Bidder shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works, shall have been given to the Consultant / Bidder, either himself be present to receive orders and instructions or have responsible agent, duly accredited in writing, present for that purpose. Orders given by the Consultant / Bidder's agent shall be considered to have the same force as if they had been given to the Consultant / Bidder himself.

CLAUSE – 16

(Notice to be given before work is covered etc.)

The Consultant / Bidder shall give not less than five days notice in writing to the Chief Mechanical Engineer or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work on order that the same maybe measured, and the correct dimensions thereof be taken before the same is so covered up or place beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Consultant / Bidder's expense or in default thereof on payment of allowance shall be made for such work or the materials with the same was executed.

CLAUSE – 17

(Consultant / Bidder liable for damage and for imperfections for 3 months after certificates)

If the Consultant / Bidder or his work people or servants shall break, deface, injure or destroy any part of the building in which they may be working or any building, road, road fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress, from any clause whatever, or any imperfections become apparent in it, within three months (six months in the case of a road work) after a certificate final or other of its completion shall have been given the Chief Mechanical Engineer as aforesaid, the Consultant / Bidder shall make the same good at his own expense, or in default, the Chief Mechanical Engineer may cause the same to do more good by other workmen and deduct the expense (of which the certificate of the Chief Mechanical Engineer shall be final from any sums that maybe there, or at a time thereafter may become due to the Consultant / Bidder or from his Security Deposit, or the proceeds of sale thereof or of a sufficient portion thereof. The Security Deposit of the Consultant / Bidder shall not be refunded before expiry of three months (six months in case of road work) after the issue of the certificate final or otherwise of completion of work, provided that in the case of a road work, if in the opinion of the Chief Mechanical Engineer if

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half of the Security Deposit is sufficient to meet all the liabilities of the Consultant / Bidder under the Contract half of the Security Deposit will be refundable after three months and the remaining half after six months of the issue of the said certificate of completion.

CLAUSE – 18

(Consultant / Bidder to supply plant, ladders, scaffoldings, etc and is liable for damages arising from non-provision of lights fencing etc.)

The Consultant / Bidder shall supply at his own cost, materials (except such special materials, if any as may be accordance with the Contract, be supplied from the Engineer-in-Charge's stores) plant, tools appliances, implements, ladders, cordage, tackle, scaffoldings and temporary works, requisites or proper, for the proper execution of the work. Whether original, altered or substituted, and whether included in the specification or other documents forming part of the Contract or referred to in these conditions or not on which may be necessary for the purpose of satisfying or complying with the requirements of the Chief Mechanical Engineer, as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from on the work. The Consultant / Bidder shall also supply without charge, the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing and insisting in the measurement or examination at any time and from time to time, of the work or materials. Failing his so doing the same may be provided by the Chief Mechanical Engineer and the expense may be deducted from any money due to the Consultant / Bidder and the Contract or from his Security Deposit or the proceeds of sale thereof or of a sufficient position thereof. The Consultant / Bidder shall also provide all necessary fencing and lights required to protect the public from accident and shall be found to bear the expenses of defense of every suit, action or other proceedings at law that maybe brought by any person for injury sustained, owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Consultant / Bidder be paid to compromise any claim by any said person.

CLAUSE – 18 (A)

In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the workman's compensation Act, 1923 (Government is obliged to pay compensation to workmen employed by the Consultant / Bidder, in execution of the works) the Board will recover from the Consultant / Bidder, the amount of the compensation paid and without prejudice to the rights of Board under Section 12, Sub-section(2) of the said Act, the Board shall be at liberty to recover such amount or (any part thereof by deducting it from the Consultant / Bidder whether under this Contract or otherwise. The Board shall not be bound to contest any claim made against it under Section 12, Sub-section(1) of the said Act, except on the written request of the Consultant / Bidder and upon his giving to the Board full security for all costs for which the Board might become liable in consequence of contesting such claim.

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CLAUSE 19: Female labour can be employed in this Contract.

CLAUSE – 19(A): No labour below the age of eighteen years shall be employed in the work.

CLAUSE – 19(B)

(Explanation)

(a) The Consultant / Bidder shall pay not less than the fair wage to labourers engaged by him on the work.

'Fair Wage' means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Central Public Department for the district in which work is done.

(b) The Consultant / Bidder shall notwithstanding the provision of any Contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labourers engaged by his sub-Consultant / Bidders in connection with the said work as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the Consultant / Bidder's part of this arrangement, the Consultant / Bidder shall comply with or cause to be complied with the Central Public Works Department Consultant / Bidder's Labour Regulations made by the Board from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature.

(d) The Chief Mechanical Engineer shall have the right to deduct from the moneys due to the Consultant / Bidder, any sum required or estimated to be required for making good the loss suffered by worker / workers by reasons of non-fulfillment of the conditions of the Contract for the benefit of the workers non-payment of wages or of deductions made from his or other wages which are not justified by their terms of the Contract or non observance of the Regulations.

(e) Vis-à-vis the Board, the Consultant / Bidder shall be primarily liable for all payments to be made under and for the observance of the Regulations as presaid without prejudice to his right to claim indemnity from his sub-Consultant / Bidders.

(f) The Regulations aforesaid shall be deemed to be a part of this Contract and as a breach thereof shall be deemed to be a breach of this Contract.

CLAUSE 19.1

(Health & Meals arrangements for workers)

In respect of all labour directly or indirectly employed in the works for the performance of the Contract part of this agreement, the Consultant / Bidder shall comply with or cause to be complied with all the rules framed by the Board from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its Consultant / Bidders.

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CLAUSE – 20

(Works on Sundays)

No work shall be done on Sundays without the sanction in writing of the Chief Mechanical Engineer.

CLAUSE – 21

(Work not be sublet Contract may be rescinded Security Deposit forfeited for subletting or bribing or if the Consultant / Bidder becomes insolvent)

The Consultant / Bidder shall not assign or sub-let without the written approval of the Chief Mechanical Engineer and if the Consultant / Bidder shall assign or sub-let this Contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any compromise with his creditors or attempts to do so, or if any bribe, gratuity, gift, loan, prejudice regard of advantage pecuniary or otherwise, shall either directly or indirectly be given, promised Contract, or any of his servants, or agents to any Public Officer or person in the employee of the Board in any way relating to this Officer or employment, if any such Officer or person becomes in any way directly or indirectly interested in the Contract, the Chief Mechanical Engineer may, thereupon by notice in writing rescind the Contract, and the Security Deposit of the Consultant / Bidder shall, thereupon stand forfeited and be absolutely at the disposal of the Board, and the same consequences shall ensue as if the Contract had been rescinded under Clause 3 thereof and in addition the Consultant / Bidder shall not be entitled to recover and be paid for any work thereto, for the work actually performed under the contract.

CLAUSE – 22

(Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss. Change in constitution of Consultant / Bidder)

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensations to be applied to the use of the Board without reference to the actual losses or damage sustained.

CLAUSE – 23

In the case of a Tender by partners any in the constitution of the Consultant / Bidder shall be forthwith notified by the Consultant / Bidder to the Chief Mechanical Engineer for his information.

CLAUSE-24

All works to be executed under the Contract shall be executed under the direction and subject to approval in all respects of the Chief Mechanical Engineer, Visakhapatnam Port Trust, for the time being who shall be entitled to direct that point or points and on what manner they are to be commenced and from time to time carried on.

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Note: Clause No.25 to 29 Not applicable for this work

CLAUSE – 30

The Consultant / Bidder shall obtain from the stores of the Engineer-in-Charge all stores and articles of European or American manufacturing which may be required for the work or any part thereof in making up articles required therefore or in connection therewith, unless he has obtained permission in writing from the Engineer-in-Charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the Consultant / Bidder by the Engineer-in-Charge will be debited to the Consultant / Bidder in his account at the rates shown in the schedule attached to the Contract and if they are not entered in the Schedules they will be debited at cost price which for the purpose of this Contract, shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

CLAUSE – 31

(Lumpsum in estimates)

When the estimate on which the Tender is made, including lumpsum in respect of part of the work, the Consultant / Bidder shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this Contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-Charge may at his discretion pay the lumpsum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Consultant / Bidder with regard to any sum or sums payable to him under the provisions of this Clause.

CLAUSE – 32

(Action there on specification)

In the case of any class of work for which there is no such specification as is mentioned in the Rule, such work shall be carried out in accordance with the distinct specifications and in the event of there being no distinct specifications, then in such case, the work shall be carried out in all respects in accordance with the instructions and requirements of the Chief Mechanical Engineer.

CLAUSE – 33

(Definition of work)

The expression “Works” and / of “Work” where used in these conditions shall unless there be something either in the subject of contest payment to such construction, be constructed 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.

INTERPRETATION CLAUSES:

The Board means the Trustees of the Visakhapatnam Port Trust and its successors. Works importing the singular number only include the plural number and vice-versa.



VISAKHAPATNAM PORT TRUST  
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IV. ADDITIONAL CONDITIONS:

I. The Consultant / Bidder undertakes to have the site clean, free from rubbish, to the satisfaction of the Engineer-in-Charge. All surplus materials, rubbish, etc., will be removed to the places fixed by the Engineer-in-Charge and nothing extra will be paid.

II. INCONVENIENCE TO PUBLIC: The Consultant / Bidder shall not deposit materials on any site, which will seriously inconvenience the public. The Chief Mechanical Engineer may require the Consultant / Bidder to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the Consultant / Bidder's cost.

III) HUTTING FOR LABOUR: The Consultant / Bidder (s) shall at his / their own cost, provide his / their labour with hutting on the approved site and shall make arrangement for conservancy and sanitation and the labour camp to the satisfaction of the local Public Health and Medical authorities. He/they shall also at his/their own cost, make arrangements for laying of pipe lines for water supply of his/ their labour camp from the existing mains wherever available and shall pay all fees, charges and expenses, in connection with and incidental thereto.

IV. PROHIBITION AGAINST THE EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR

The Consultant / Bidder shall not employ coal-mining or controlled area labour falling under a category whatsoever or in connection with the work or recruit labour area within the radius of 20 miles of the controlled area, subject to above, the Consultant / Bidder shall employ imported labour only, i.e., depot imported labour or imported by Consultant / Bidder from areas from which import is permitted.

Where ceiling prices for imported labour has been fixed by provincial or Regional Labour Committee, not more than that ceiling price shall be paid to the labour by the Consultant / Bidder.

The Consultant / Bidder shall immediately remove any labourer who may be pointed out by the Chief Mechanical Engineer, as being a coal-mining or controlled area labour. Failure to do so shall render the Consultant / Bidder liable to pay the Board a sum calculated at the rate of Rs.10/- per day per labour. The certificate of the Engineer-in-Charge about the number of the coal-mining or controlled area labour and the number of days which they worked shall be final and binding upon all parties to this Contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the remaining of the exception of section 74 of the Indian Contract, 1972.

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V. RETURN OF SURPLUS MATERIALS:

Notwithstanding anything contained to the contrary in any or all of the clauses of this Contract where any materials for the execution of the Contract are procured with the assistance of Board either by issue from Board stocks or purchase made under orders or permits or licences issued by the Board, the Consultant / Bidder shall hold the said material economically and solely for the purpose of the Contract and not dispose of them without the permission of the Board, return if required by the Chief Mechanical Engineer all surplus or unserviceable materials that may be left with him after the completion of the Contract and its termination of any reason whatsoever on being paid or credited such prices as the Chief Mechanical Engineer shall determine having due regard to the conditions of the materials. The price allowed to the Consultant / Bidder however shall not exceed the amount charged him, excluding the storage charge, if any. The decision of the Chief Mechanical Engineer shall be final and conclusive. In the event of breach of the aforesaid condition, the Consultant / Bidder shall, in addition to throwing himself upon to action for contravention of the terms of licence of permit and or for criminal breach of trust, be liable to the Board which in the usual course would have resulted in him by reason for breach.

VI. EXTENSION OF TIME LIMIT FOR COMPLETION OF WORK:

If the Consultant / Bidder shall desire on extension of the time for completion of the work, no application for such extension will be entertained if it is not received in sufficient time to allow the Chief Mechanical Engineer to consider it and the Consultant / Bidder will be responsible for the consequence arising out of the negligence in this respect.

VII) I/We agree that should I/We fail to commence the work specified in the above Memorandum

or should I/We not deposit the full amount of Security Deposit specified in the above Memorandum in accordance with Clause-I(A) of the said condition of Contract and an amount equal to the amount of the Earnest Money mentioned in the form of Invitation of Tender shall be absolutely forfeited to the Board be recovered out of the deposit in so far as the same may extend in terms of the said Bond and in the event of deficiency out of any other moneys due tome/us or otherwise.

VISAKHAPATNAM PORT TRUST

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VIII CONDITIONS RELATING TO THE EXECUTION OF ADDITIONAL WORK:

No deviation from specification stipulated in the Contract of additional items of work, shall be carried out by the Consultant / Bidder, unless the rates of the substituted, altered or additional items have been approved in writing by the competent authority, failing which the Board will not be bound to entertain any claim on this account.

IX. I am/We are, not related to any of the officers employed by the Port Trust or any Officer of the rank of Assistant Secretary or above in the Ministry of Transport.

X. Sales tax or any other Tax on materials in respect of this Contract shall be payable by the Consultant / Bidder and the Board will not entertain any claim whatsoever in this respect.

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VISAKHAPATNAM PORT TRUST  
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT  
GUARANTEE BOND

(To be used by Scheduled Commercial Banks)

In consideration of the Board of Trustees of the Port of Visakhapatnam, a body corporate, duly constituted under the Major Port Trusts Act, 1963, (hereinafter called

“The Visakhapatnam Port Trust Board”) having agreed to exempt M/s \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called

“the said Consultant / Bidder(s)” from the demand, under the Terms and Conditions of Tender for \_\_\_\_\_ of E.M.D. for the due fulfillment by the said Consultant / Bidder(s) of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ )

We, \_\_\_\_\_ do hereby undertake  
(Name of the Bank)

To indemnify and keep indemnified, the Board to the extent of Rs. \_\_\_\_\_

We, \_\_\_\_\_  
(Name of the Bank)

further agree that if a demand is made by the Port for honoring the Bank Guarantee, we

\_\_\_\_\_ have no right to decline  
to cash

(Name of the Bank)

the same for any reason whatsoever. The fact that there is a dispute between the said Consultant / Bidder(s) and the Port is no ground for us \_\_\_\_\_  
\_\_\_\_\_ to decline

(Name of the Bank)

to honor the Bank Guarantee. The very fact that we \_\_\_\_\_

\_\_\_\_\_ (Name of the Bank)

decline to honour the Bank Guarantee is a sufficient reason for the Port Trust Board to enforce the Bank Guarantee unconditionally without any reference to the said Consultant / Bidder(s).

2. We, \_\_\_\_\_ further agree that a mere demand  
by the

(Name of the Bank)

Port Trust Board is sufficient for us \_\_\_\_\_ to pay the  
amount

(Name of the Bank)

covered by the Bank Guarantee without reference to the said Consultant / Bidder(s) and any protest by the

VISAKHAPATNAM PORT TRUST  
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT  
said Consultant / Bidder(s) cannot be a valid ground for us \_\_\_\_\_

—  
(Name of the Bank)  
to decline payment to the Port Trust Board.

3. We, \_\_\_\_\_ further agree that the guarantee herein contained

(Name of the Bank)

shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the Visakhapatnam Port Trust Board under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged, or till the Visakhapatnam Port Trust Board certifies that the Terms and Conditions of the said Tender have been fully and properly carried out by the said Consultant / Bidder(s) and accordingly, discharges the guarantee, subject however, that Visakhapatnam Port Trust Board shall have the rights under this bond to prefer a claim within the statutory limitation period.

If a notice of demand is served on the Bank by the Port Trust Board before the expiry of the Guarantee, then, notwithstanding anything to the contrary herein contained, the liability of the Bank under this Guarantee will continue until terminated by the operation of law.

4. We, \_\_\_\_\_ further agree that the Port Trust Board shall have the

(Name of the Bank)

fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the Terms and Conditions of the said Tender or to extend the time of performance by the said Consultant / Bidder(s) from time to time or to postpone for any time or from time to time, any of the powers exercisable by the Port Trust Board against the said Consultant / Bidder(s) and to forbear or enforce any of the Terms and Conditions relating to the said Tender and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Consultant / Bidder(s) or for any forbearance, act or omission on the part of the Port Trust Board or any indulgence by the Port Trust Board to the said Consultant / Bidder(s) or any such matter or thing whatsoever, which under the law relating to sureties would but for this provision have effect of so relieving us \_\_\_\_\_.

(Name of the Bank)

5. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee \_\_\_\_\_ (Name of the Bank) during its currency except with the previous consent of the Visakhapatnam Port Trust Board in writing.

6. Notwithstanding anything mentioned hereinabove, the guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

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\_\_\_\_\_ only) and shall remain  
in force until \_\_\_\_\_, unless a demand or claim under this  
guarantee is made on the said Bank in writing within the statutory limitation period,  
i.e, before \_\_\_\_\_ (This date is to be computed as 3 (three)  
months from the date of expiry of B.G. period).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016

For \_\_\_\_\_  
(Name of the Bank)

VISAKHAPATNAM PORT TRUST  
 MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT  
**NAME OF THE WORK:** Preparation of Techno Economic Feasibility Report for the  
 Project “Installation of Mechanized Fertilizer  
 Handling facilities at East Quay-7 (EQ-7) in the Inner  
 harbour of Visakhapatnam Port, on Design, Build,  
 Finance, Operate & Transfer (DBFOT) basis”

**FINANCIAL PROPOSAL**

**WORK SCHEDULE**

Item No	DESCRIPTION	Unit	Total Amount Rs.
1.	Total fees for the consultancy services for Preparation of Techno Economic Feasibility Report for the Project “Installation of Mechanized Fertilizer Handling facilities at East Quay-7 (EQ-7) in the Inner harbour of Visakhapatnam Port, on Design, Build, Finance, Operate & Transfer (DBFOT) basis” as mentioned in the TOR	Lumpsum	
	Total Amount of BOQ (Rupees in words)		

Note :

1. No escalation on any account will be payable on the above amounts during the entire contract period.
2. The payment for the different milestone events will be paid as per the payment schedule as indicated in TOR i.e., Stages of Payment (refer Clause 8.0 of TOR).
3. All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes if any.