

VISAKHAPATNAM PORT TRUST
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
ORE HANDLING COMPLEX

TENDER NOTICE NO. 31/ IM&EE/OHC/M/W/2015-16 Dt. 21-04-2015

Sealed tenders (two bid system) in the prescribed Proforma are invited from the contractors registered with VPT or with Government or Public Sector undertaking of appropriate class having experience in executing the works related to maintenance/erection of material handling systems/equipment's i.e Tipplers, Stackers, Reclaimers, Ship Loaders, Cranes, Conveyor system etc. in Government/Private Ports , Steel Plants, Mines etc. by the tenderer.

Name of work : Maintenance Contract for Apron pan feeder of 4000 TPH capacity, Surgebin hopper, conv-S8 discharge chute, feeder discharge chutes and dribble conveyor chute underneath the pan feeder for trouble free operations for a period of three months- Reg.

Estimated Cost/EMD : Rs. 9,47,040/-(Excluding service tax) and
EMD Rs. 18,941/-

Bidding Type : Open

Bid Call No. : 1st call

Type of Quotation : 2 bid system

Cost of tender papers : Rs.400/-

Bid validity : 90 days

Bid document down loading : 27- 04-2015 @ 09-30 hrs to
starts from 04-05-2015 up to 12.00hrs..

Last date & time for
Closing of Tender Box. :04-05-2015. @ 14-00hrs.

Date and time for
Opening of Tender papers. : 04-05-2015 @ 15-00 hrs.

Officer inviting bids
: Chief Mechanical Engineer, VPT

Bid Opening Authority : Chief Mechanical Engineer, VPT

Contact Details : EXE (M) 2nd floor, Room No. 202,
M&EE Dept., VPT, VSP
Fax no. +91 – 891 - 2564787
Phone.2875804 & 2875813 (office)
For further details visit our website
www.vizagport.com.

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Also, the tender documents will be available in the VPT website at www.vizagport.com and the same can be down loaded and used as documents for submitting the offer. A separate Demand Draft towards the cost of tender documents as mentioned in the NIT conditions shall have to be enclosed while submitting the tender, otherwise the tender will be summarily rejected. Port Administration shall not be responsible for any delay/difficulties/ inaccessibility of the down loading facility or for any reason whatsoever.

PRE-QUALIFICATION CRITERIA:

1. Submit Solvency certificate from any Nationalized Bank to the extent of Rs. 6,00,000 /- valid for a period of one year from the date of submitting the bids.
2. Should submit APGST/VAT registration number & Income-tax PAN/Service Tax
3. Should submit proof of experience in executed (completed) works related to maintenance/erection of Material handling systems/equipments i.e. Tipplers, Stackers, Reclaimers, Ship loaders, cranes, Apron pan feeders conveyor system etc in Government /Private Ports, steel plants, mines etc by the Tenderer.
4. The bidders should not have any records of poor performance/black listing/ban either at VPT or at any other organization.
5. Technical Capacity: Experience of having successfully completed similar work during the last seven years ending last day of the month previous to the one in which applications are invited should be either of the following:
Three similar completed works costing not less than the amount equal to 40% of the estimated cost. or
Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or
One similar completed works costing not less than the amount equal to 80% of the estimated cost.
6. Financial capacity: Average annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
7. The Contractor will have to give a Certificate that he or she 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 Transport, Government of India. The Contractor should give a declaration along with his Tender about the name of the relatives, who are employed as Non-gazetted Officers in the Port Trust.
8. The tenderer should give an undertaking letter that the documents submitted by them are genuine documents. If any forged/fake documents are submitted by the tenderer, VPT have right to ban the business dealing of the firm with VPT.

VISAKHAPATNM PORT TRUST
ORE HANDLING COMPLEX
NOTICE INVITING TENDER

Tenders are hereby invited for "Maintenance Contract for Apron pan feeder of 4000 TPH capacity, Surgebin hopper con-S8 discharge chute, feeder discharge chutes and dribble conveyor chute underneath the pan feeder for trouble free operations for a period of three months " - Reg.

Contract documents consisting of the Plans, specifications and a set of conditions of contract to be complied with by the person, whose Tender may be accepted, can be seen at the Tenders section, Office of the Dy. CME, Ore handling Complex, Visakhapatnam Port Trust, Visakhapatnam between the hours of 11.00 hrs., and 1600 hrs., every day, except on Sunday and Public Holidays.

03. Tenders which should always be placed in sealed covers with the name of the work written on the envelopes will be received by the Tenders Section, Office of Dy. CME, Ore Handling Complex, Visakhapatnam Port Trust up to 14.00 hrs. on 04-05-2015, and will be opened by the tender committee in his office on the same day after 15.00 hrs.

04. The complete bid documents along with application form may be downloaded from VPT's web site at www.vizagport.com and to pay the cost of tender documents i.e. Rs.400/- in the form of DD in favour of F.A & C.A.O/VPT at the time of submission of the application form and bid documents.

05. The contractor should quote in figures, as well as in words, the rates or amount tendered by them. The amount for each item should be worked out and the requisite total given.

06. When a contractor signs a tender in an Indian language, the rates and the total amount tendered should also be written in the same language. In the case of illiterate contractors, the rates on the amounts tendered should be attested by a witness.

07. Earnest Money of Rs.18,941/- (Rupees Eighteen thousand nine hundred and forty one only) shall be paid to the Financial Adviser & Chief Accounts Officer, Port Trust, in cash or Bank Draft/B.G., only and no cheques in this regard will be entertained under any circumstance. The receipts obtained thereof, shall be attached with the tender and each tender is to be in a sealed cover, super scribed by the name of work and addressed to the Dy. Chief Mechanical Engineer, Ore Handling Complex, Visakhapatnam Port Trust, Visakhapatnam. The Earnest Money of unsuccessful tenderer, will be refunded. The E.M.D. paid, will not carry any interest. The Bank Guarantee in VPT proforma shall also be acceptable, issued by any Nationalized Banks. The Bank Guarantees issued by Foreign Bank should have endorsement of Overseas Branch of State Bank of India.

08. The Contractor, whose tender is accepted, will be required to furnish security for the due fulfillment of his contract consisting of ten percent of the tendered cost. The Earnest Money will be treated as part of the security, of work done and the balance necessary to make up the full amount specified will be deposited with the FA&CAO., Port Trust, within the period specified in Class-1 of the "Conditions of Contract" printed in the form of tender.

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09. Should the successful bidder fail 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.
10. Tenders which do not fulfill all or any of the above conditions or incomplete in any respect are liable for summary rejection.
11. Canvassing in connection with Tenders, is strictly prohibited and the Tenders submitted by the Contractor who resorts to canvassing, will be liable for rejection.
12. The contractor should not introduce percentage rates/above/below the estimate rates in the items rates tender. Such Tenders will be rejected. Also, the Tenderers should not include any price variation Clause.
- 13 a) Tenders containing percentage above/below on their total tendered amount will be summarily rejected;
- b) Rates quoted by the Contractor 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 rates which correspond to the amount worked out by the Contractor shall be taken as correct.
- c) If the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words, shall be taken as correct.
- d) Where the rate quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, then the rate quoted by the Contractor shall be taken as correct and not the amount.
14. Special care should be taken to write the rates in figures as well as in words, and the amounts in figures only, in such a way that the interpolation is not possible. The total amount should be written, both in figures and words. In case of figures, the letters 'Rs' should be written before the figures of rupees and the word 'Paise' after decimal figures viz., Rs.2.15 ps., and in case of words, the word, 'Rupees' should proceed and the word 'Paise' should be written at the end. Unless when the rate as in whole rupees and followed by the words only, it would invariably be upto two decimal places.
15. Sales Tax or any other taxes on materials: Any variation in tax levies, duties imposed after signing the contract shall be reimbursed by VPT on production of documentary evidence. Any new taxes, levies, duties imposed after signing the contract shall be reimbursed by VPT on production of documentary evidence.
16. The Tenders containing uncalled for remarks, or any additional conditions are liable to be summarily rejected.
17. Tender forms will also be sold to contractors Registered in the appropriate class with the State P.W.D., Railways or Major Corporations, Improvement Trusts, Port Trusts, etc., subject to the condition that the proof of enlistment as Contractors, is produced along with the requisition for the issue of Tender Forms.
18. No increase in the prices quoted, will be allowed after opening the Tenders.
19. 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. All Tenders, in which any of the prescribed conditions are not fulfilled, will be rejected.
20. Submit Solvency certificate from any Nationalized Bank to the extent of Rs 6,00,000/- obtained within one year

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21. Should submit APGST/VAT registration number & Income-tax PAN.
22. Should submit Proof of experience in executed (completed) works related to bulk Material handling system and conveyor system by the Tenderer.
23. The bidders should not have any records of poor performance/black listing/ban either at VPT or at any other organization.
24. The tenderer should have skilled man power to do the job.
25. The Bidder has to submit document Proof of Establishment, Plant Equipment's, Personnel-The firm should be able to mobilize staff within a short notice (6Hrs) for executing the work
26. Technical Capacity: Experience of having successfully completed similar work during the last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following.
 - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
 - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
 - c) One similar completed works costing not less than the amount equal to 80% of the estimated cost.
27. Financial Capacity: Average annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
28. The Contractor will have to give a Certificate that he or she 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 Transport, Government of India. The Contractor should give a declaration along with his Tender about the name of the relatives, who are employed as Non-gazetted Officers in the Port Trust.
29. The Contractors should read the specifications and study the working drawings carefully before submitting the Tender.
30. 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 Contractor 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 Contractor 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 Contractor's service as the case may be.
31. Unsealed covers will be summarily rejected.
32. The Tenders should acquaint themselves with the work and working conditions of the site and locality and no claim will be entertained on this issue.
33. Contractors should quote their rates only in decimal coinage in paise.
34. The Tender prices should be kept valid for 90 days from the date of opening of Tenders
35. The Contractor shall submit the documentary evidence to show that he is registered with APGST Authorities under the APGST. Act,1957. Bids received without APGST Registration, are liable for rejection.
36. Unless and until the Contractor to whom the work is awarded, produces the A.P.G.S.T. Registration, no amount will be released to the Contractor or to the firm. In case of foreign bidders, the Indian Agents should invariably register and produce A.P.G.S.T. Registration with in 10 days of placement of orders.

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37. The Contractor should submit the performance Certificate of earlier works executed with documentary evidence.

38 The contractor should claim EMD/S.D within seven years, failing which the EMD/S.D will be forfeited.

39. If any forged/fake document are submitted by tenderers, their business dealing with VPT will be banned.

40. The contract will be terminated at any time with seven days notice.

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The sum of Rs. 18,941/- is deposited with the Financial Adviser & Chief Accounts Officer (Port Trust) and receipt attached as Earnest Money (a) the full value of which is to be absolutely forfeited to the Board or its successors in Office, without prejudice to any other rights or of the Board or its successors in 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-1(a) of the said sum of Rs _____ shall be retained by Board as on account of such Security Deposit as aforesaid.

*Signature of Contractor
before submission of
Tender.

Dated the-----day of-----2015

** Signature of witnesses
to Contractor's
signature:

WITNESSES :
Address:

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

***Signature of the
Officer by whom
Accepted.

Dated the-----day of -----2015.

CHIEF MECHANICAL ENGINEER
VISAKHAPATNAM PORT TRUST

THE COMMON SEAL OF THE BOARD OF
TRUSTEES OF THE PORT OF VISAKHAPATNAM HAS BEEN AFFIXED AND
SHRI-----
CHIEF MECHANICAL ENGINEER HAS SIGNED ON BEHALF OF THE BOARD
IN THE
PRESENCE OF:

CONTRACTOR

CHIEF MECHANICAL ENGINEER.

VISAKHAPATNAM PORT TRUST
MECHANICAL DEPARTMENT

Tender for: Maintenance Contract for Apron pan feeder of 4000 TPH capacity, Surgebin hopper con-S8 discharge chute, feeder discharge chutes and dribble conveyor chutes underneath the pan feeder for trouble free operations for a period of three months

I/We hereby tender for execution for Board of Trustees of the Visakhapatnam Port Trust of the work specified in the under written 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-I here of and in Clause-II of the conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

M E M O R A N D U M

GENERAL DESCRIPTION

- a) Name of the work: Maintenance Contract for Apron pan feeder of 4000 TPH capacity, Surgebin hopper,con-S8 discharge chute, feeder discharge chutes and dribble conveyor chute underneath the pan feeder for trouble free operations for a period of three months
- b) Earnest Money : Rs. 18,941/- (Rupees Eighteen thousand nine hundred and forty one only)
- c) Security Deposit : 10% of the contract price in cash including earnest money or scheduled bank guarantee.
- d) Completion period : 03 months.

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SPECIAL INSTRUCTIONS TO THE TENDER:

The contractors are requested to submit the tender containing with two covers separately as indicated below:

Technical bid:

The technical bid will contain all technical matters high lighting the capabilities of the contractors to perform this work. He should indicate and enclose proof of documents for having similar line of experience along with performance/ completion certificates. He shall also indicate all commercial terms only in this technical bid.

E.M.D. of Rs. 18,941/- in the form of Demand Draft/Bank Guarantee in Visakhapatnam Port Trust pro-forma /cash receipt as mentioned in the Notice Inviting Tender shall be enclosed in the technical bid only.

Complete set of tender schedules to be returned duly signed in token of acceptance of the same.

2. Price bid:

The price bid will contain only the price as per the schedule. No commercial terms shall be mentioned in this cover.

Technical bid and price bid should be enclosed in separate covers and super scribed as TECHNICAL BID and PRICE BID in bold letters separately along with the Tender No. and Date. These two covers should be enclosed in a common cover duly sealed on which the tender No., and Date are clearly super scribed and send to V.P.T.

N.B.:- The tenderer who wishes to download the complete bid document from VPT's web site at www.vizagport.com shall pay the cost of tender documents i.e. Rs.400/- by DD in favour of F.A & C.A.O at the time of submission of tender in a separate sealed cover.

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Name of work: Maintenance Contract for Apron pan feeder of 4000 TPH capacity, Surgebin hopper con-S8 discharge chute, feeder discharge chutes and dribble conveyor chute underneath the pan feeder for trouble free operations for a period of three months

SPECIAL AND TECHNICAL TENDER CONDITIONS

1. The object of this tender is to improve the performance of OHC i.e no damage to the Port's property during the period of work. The contractor at his own cost has to replace/repair for such damages, if any, as decided by the Chief Mechanical Engineer
2. Sr. DMM, EXE (M/s) or AE (M/s)/ EXE (E)/AE(E) will inspect the work time to time and at their discretion the contractor has to carry at the work.
3. Time is the essence of this contract. The work has to be completed within three Months from the date of work order / clearance of site in all respects to the satisfaction of the Engineer-In-Charge.
4. The contractor must be in a position to start/stop within a short notice. VPT is not responsible to any dislocation or loss to the contractor due to starting/stopping of the work as above. The contractor should ensure that there should not be any interruptions to the plant operations.
5. No room will be provided to the contractor at site for storage of his material.
6. The contractor should make his own arrangements for transportation of men and materials.
7. The contractor should arrange necessary tools and tackles required for the subject work.
8. The contractor must be registered dealer under APGST Act, 1957
9. Unless and until the contractor to whom the work is awarded produce the APGST registration certificate, no amount will be released to the contractor or to the firm
10. Tax at sources as per the extent rules on the executed value of the work will be recovered from your running bills.
11. 90% payment will be released on pro-rata basis and the balance, which is retained, as Security deposit will be released on satisfactorily completion of the guarantee period.
12. Service lines such as electricity cables, fibre optic IT cables, water supply lines, sewage and drainage pipes, tele-communication cables etc., are embedded in the port roads, road side beams, hard surface areas, pavements etc.,. The fibre optic IT cables very costly and if damaged, required replacement for full length. The contractor, therefore, before commencing any excavations shall seek the specific clearance of the proposed for excavation. Not withstanding such approval, he shall be responsible to take necessary precautions by way of deploying suitable means and restraint to avoid damage to any of the service line. In case of any damage caused during execution of the work subsequently, he should replace/repair the cables/service pipe lines etc., as required at his own cost failing which recovery as evaluated by the Engineer-In-Charge would be made from the bills.
13. The contractor has to draw the material from the sources of issue and to be transported to the site on their own transport.
14. The scrap is to be deposited to OHC stores and acknowledgement is to be produced along with the completion of the work.

15. The contractor should take precautions to protect environment.
16. The contractor has to instruct their staff to use personnel protective appliances like safety helmet, safety shoes, safety belts while working in OHC area.
17. Payment to the contract labour if any, involved in the work entrusted are to be paid by the contractor in the presence of Section officer of VPT. Contractor should ensure that the payment of minimum wages, as may be declared prescribed by Asst. Labour Commissioner (central),Hyderabad, from time to time, shall be payable to all the workmen engaged by you at the rates as applicable to skilled, semiskilled and unskilled respectively on the equipments. This needs to be strictly adhered for. Further, the contractor has to submit documentary evidence in support of the payment made to the labour engaged in the work along with the subsequent running bills failing which the bill will not be prepared.
18. In respect of PF contribution from the labour remitted to PF commissioner, a documentary evidence in support of the same to be submitted by the contractor along with the subsequent running bills failing which the bill will not be passed. The documentary evidence of Insurance converge needs to be submitted against each workmen engaged by the Contractor.
19. P.F. code from the regional provident fund commissioner, Visakhapatnam in respect of your establishment with individual P.F. account numbers in respect of laborers to be deployed in our establishment. In respect of PF contribution from the labour remitted to PF commissioner, a documentary evidence in support of the same to be submitted by the contractor along with the subsequent running bills failing which the bill will not be passed. The documentary evidence of Insurance converge needs to be submitted against each workmen engaged by the Contractor.
20. Labor license from the ALC, Visakhapatnam must be obtained before commencement of the contract work.
21. Registration and ESI act (All the workmen to be covered under ESI act).
22. Registration of service tax from office of central excise.
23. Service tax: service tax registration certificate shall be submitted along with tender. Service Tax will be reimbursed as per actuals on production of documentary evidence.
24. The contractor shall comply with all the statutory, non-statutory and legal provisions viz. Minimum wages act, Payment of Wages Act, ESI Act, EPF & MP Act, Contract labour (Regulation & abolition act) Act, Workman's compensation Act and all such Acts applicable to contract labor engaged on the machine without fail.
25. Bonus is included in the estimate put to tender. The same will be deducted from the running bills and will be reimbursed on documentary proof of its payment to the eligible personal under provision payments of Bonus act, 1965 after completing the contract.
26. All structural steel will be supplied departmentally.
27. Consumables like gas, electrodes, rustolene & fasteners (M.S. bolts & nuts) etc., are in the scope of the contractor
28. All the required tools & tackles are in the scope of the contractor
29. Power supply for welding machine will be provided on chargeable basis.
30. Contractor should make permanent identity cards to all the workmen.
31. The workmen schedule mentioned needs to be strictly adhered to.
32. Any shortage of workmen on a given day will attract penalty mentioned in the document.

33. The Scope of work / Work Schedule should be submitted duly signed along with Technical Bid.
34. Reimbursement of escalated minimum wages will be made subject to submission of proof of circular issued by ALC (Central) and proof of payment of revised wages to labour by AMC contractor
35. The audited/certified annual turnover statements for the last three years ending 31st march should be submitted.
36. Tenderers should make their own arrangements to furnish original B.G to the organization directly by the issuing bank under registered post under acknowledgement due except in case of B.G submitted towards EMD.
37. 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 guarantee directly to the beneficiary by registered post with acknowledgement due before opening price bids with a covering letter requesting them to compare with the original received from their customer and confirm that as it is in order. In case of single cover system the tenderer who wished to submit B.G towards EMD should submit original B.G along with the tender and the confirmation by the banker in support of the issue of Bank Guarantee is to be received before acceptance of the tender by tender committee.
38. The contractor/firm while quoting the tender shall note no post tender negotiations will be held with the L –1 tenderer except in exceptional cases whenever found necessary.
39. The bidders 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.
40. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc,.) in connection with the bid.
41. However, the maintenance contract will be terminated on the date of award of Concession duly giving a prior notice period of seven working days.

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VISAKHAPATNAM PORT TRUST
ORE HANDLING COMPLEX

Name of work: Maintenance Contract for Apron pan feeder of 4000 TPH capacity, Surgebin hopper con-S8 discharge chute, feeder discharge chutes and dribble conveyor chute underneath the pan feeder for trouble free operations for a period of three months

The average time shown against for each item required for changing of any of the following items will be treated as running break down time and additional time beyond shown against will be considered for laying penalty.

SCOPE OF WORK

Sl.no.	Description of work	Time
1.	Replacement of Pan	04 Hrs.
2.	Replacement of links	02 Hrs.
3.	Replacement of pins	04 Hrs.
4.	Replacement of cotter pins	01 Hrs.
5.	Replacement of S.M. bearings for return guide roller shafts.	03 Hrs.
6.	Replacement of return guide roller shaft	04 Hrs.
7.	Replacement of drive shaft bearings.	24 Hrs.
8.	Replacement of driven shaft bearings.	24 Hrs.
9.	Replacement of counter shaft bearings	24 Hrs.
10.	Replacement of gear box and alignment	24 Hrs.
11.	Replacement of drive couplings and its springs	04 Hrs.
12.	Replacement of drive sprockets	08 Hrs.
13.	Replacement of driven sprockets	16 Hrs.
14.	Replacement of chain	08 Hrs.
15.	Replacement of oil in gear reducers	04 Hrs.
16.	Replacement of oil in chain drives	04 Hrs.
17.	Replacement of top guide track roller	08 Hrs.
18.	Replacement of spur pinion	08 Hrs.
19.	Replacement of Bull Gear	16 Hrs.

NOTE: If any other break down occurs during operation in addition to the above, the decision of Engineer- in-charge shall be final to fix the average time for attending such break downs.

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Maintenance Contract for Apron pan feeder of 4000 TPH capacity, Surgebin hopper con-S8 discharge chute, feeder discharge chutes and dribble conveyor chute underneath the pan feeder for trouble free operations for a period of three months

SCOPE OF WORK:

1. Replacement of pans, links, pins and cotter pins for 84" size apron feeder.
2. Replacement of S.M. Bearings for return guide rollers shafts.
3. Replacement of drive, driven and counter shaft and bearings.
4. Replacement of gear boxes and alignment.
5. Replacement of drive couplings and its springs.
6. Replacement of sprockets and its chains.
7. Replacement of oils in gear reducers, chain drives and triple reduction gears.
8. Replacement of liners in apron feeders on skirt chutes.
9. Necessary liners are to be cut to the required sizes for replacement in apron skirt chutes.
10. Repairing of the skirt chutes of apron feeders.
11. Repair/replacement of discharge chutes of apron feeder as well as apron feeder skirt.
12. Lubrication of the bearings as per schedule.
13. Replacement of rubber liners in the apron feeder pockets and also surge bin both north and south hoppers and divider walls.
14. Repairing of the stone boxes in S-8 conveyor discharge chute.
15. Replacement of liners in S-8 conveyor discharge chute.
16. Replacement of skirt for apron feeders as well as for apron feeders discharge area.
17. Building up of welding materials on C.S.K. Heads of Bolts.
18. Replacement of impact carriers at apron feeders discharge chute.
19. Repairs/Replacement of walk ways, guards and stair cases in and around area of the apron feeders.
20. The following materials will be supplied at free of cost, sprockets, chains, apron feeder pans, links, pins, gear wheels, couplings, spare grid springs, had field liner plates, M.S. Plates, M.S. rounds, impact idlers, rail pieces, rubber liners, M.S. angles, guide rollers, S.M. Bearings i.e, M.P.47, return guide rollers, grease and oils, H.T. steel bolts of size 20mm x 75 mm long with nuts and drive, driven and counters shaft with bearings etc.
21. The consumable items like gas, electrodes, M.S. bolts and nuts, with washers will be born by the contractor.
22. The materials will be issued from the stores and contractor should make his own arrangements of transportation for shifting of the materials.
23. The contractor should follow the ISO 14001 and OHSAS 18001 regulations.
24. During shipping operations necessary operations necessary operational maintenance of water spraying system at apron feeder, S-8 and S-10 conveyor are to be kept in working condition.
25. To keep the equipment away from rusting by cleaning and painting.

26. Any other work entrusted by Engineer-in-charge with a view to keep the equipment in good condition.

27. The steel required will be supplied by VPT. at free of cost from any stores of OHC or VPT general stores on written requisition from the contractor. The transportation of the steel issued by from the above stores to site is the responsibility of the contractor. The contractor has to render the account of steel utilized and return the balance left, if any, to OHC stores.

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DEPLOYMENT OF MAN POWER

MECHANICAL :

1. Fitters (Skilled)	: 03 nos.
2. Fitters (Semi skilled)	: 03 nos.
3. Welders (Skilled)	: 03 nos.
4. Welders (Semi skilled)	: 03 nos.
5. Helpers	: 07 nos.
6. Supervisors	: 04 nos.

TOTAL: 23 nos

CONTRACTOR

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ANNEXURE--IV

VISAKHAPATNAM PORT TRUST
ORE HANDLING COMPLEX

Maintenance Contract for Apron pan feeder of 4000 TPH capacity, Surgebin hopper con-S8 discharge chute, feeder discharge chutes and dribble conveyor chute underneath the pan feeder for trouble free operations for a period of three months

PENALITY

MECHANICAL & ELECTRICAL:

The site engineer should be available on the machine at any time. In case of non-attendance of staff and failure of this, a sum of Rs.500/- per day/ per shift will be levied towards penalty and will be recovered from your on account bills.

If any worker found not available/absence on the equipment at any point of time, a sum of Rs.200/- per day/ per shift will be deducted from monthly bills towards penalty.

If any contractor/supervisor/worker found not using personnel protective equipment (PPE) such as safety helmets (with chin strap), safety glouses in their work, an amount of Rs.100/- per each will be deducted from monthly bills towards penalty. This is observed to ensure safety of the contractor and his own workers as per the conditions of the OHSAS 18001 certificate.

CONTRACTOR

CHIEF MECHANICAL ENGINEER

OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEM (OHSAS)
18001-1999:

1. The Visakhapatnam Port Trust is affiliated to quality management system (ISO 9001-2000),
2. Environmental Management System (ISO 14001-1996) and Occupational Health and Safety Assessment Series (OHSAS 18001-1999) for their activities. One copy each of the policies of QMS, EMS and OHSAS are enclosed herewith. The Contractor shall comply with all the requirements of ISO 9001-2000, ISO 14001-1996 and OHSAS 18001-1999 standard.
3. The Contractor shall while carrying out the work abide by safety tasks, rules, regulations and procedures established by Visakhapatnam Port Trust as prescribed in the manuals, HIRA format, works instructions, operational control procedures. Copies of the same will be made available to the contractor up-on request for reference.
4. The contractor shall abide by all Safety Standards and codes attributable to the material and goods to be delivered to site.
The contractor shall participate in safety awareness, meetings held at site adhere to the instructions issued and shall also adhere to the safety programmes established by VPT.
5. The contractor shall be responsible for health/safety of their personnel including workers during their work at site and correct any deficiencies in the above matters.
6. The contractor shall plan work activities so that all work will be done in compliance with the rules and regulations and procedure established by VPT and to follow safety working practices and keep site clean and neat.
7. The Contractor shall ensure availability of appropriate personal protection equipment such as safety helmets, safety shoes, gloves, life saving equipment nose guard, ear plugs, safety harness, gaugles to their employees/workers etc., and ensure wearing of PPE's by their employees/workers etc., while carrying out the works.
8. The Contractor shall ensure that all their construction plant and equipment to be employed on the work site is in safe and fully efficient working condition and arrange for carrying out required tests from time to time to submit certificates of such tests carried out according to safety regulations and ensure proper maintenance of the Plant and equipment.
9. The Contractor shall investigate and report in writing to Engineer-in-Charge about accidents if any taking place at site of work including near misses cases and based on reviews take remedial measures and implement the corrective action to ensure safe working conditions at site of work.
10. The Contractor shall arrange to provide First-aid facility at site for immediate treatment.
11. The Contractor shall submit daily labour report including supervisors etc., with clearly specifying the names and their age to the VPT's Engineer of his authorized representative at site. Also record of abour working beyond working hours shall be maintained and submitted to the VPT Engineer or his authorized representative at site.

CONTRACTOR

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VISAKHAPATNAM PORT TRUST
MECHANICAL DEPARTMENT

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 Contractor 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 firm, 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 firm is duly registered under the Indian Partnership Act.

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

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 Contractors 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 Contractors, 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 Contractor, 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 Contractor making the same.

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 Contractor will not be considered as an acknowledgement of a payment to the F.A. & C.A.O. (Port Trust) and the Contractor 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.

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08. 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 OF 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 Contractor) shall (a) within one day for a Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

CLAUSE – 2

A) The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Order to commence work is given to the Contractor. 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 Contractor) and the Contractor shall play 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

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the proper dates and further, to ensure good progress during the execution of work, the Contractor 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 Contractor 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 Contractor violates any condition in the Contract or the approved specification and / or delivery schedules, the Contractor 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 Contractor 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 Contractor, 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 Contractor shall stand forfeited and be absolutely at the disposal of the Board".

(a) (ii) "To rescind the Contract (of which the Rescission Notice./Order, intimating the Contractor, under the hand of C.M.E./VPT in respect of Contracts in Mechanical Department, or their subordinate officers for Contracts awarded up to 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

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(c) To measure up the work the Contractor and to take such part thereof as shall be unexecuted, out of his hands and to give it to another Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor remains liable for compensation if action is not taken under clause-3)

(Power to take possession of or sell Contractor'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 Contractor 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 Contractor for the past and future compensation shall remain unaffected. In the event of the Board putting into force 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 Contractor 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 Contractor, 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 Contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the Contractor'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 Contractor.

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CLAUSE – 5

(Extension of time)

If the Contractor 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 authorize 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 Contractor 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 Contractor 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 Contractor. If the Contractor 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 Contractor 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 realized 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 certificate of completion given. But, in the case of works estimated to cost more than Rupees One Thousand, the Contractor 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

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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 Contractor 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 Contractor 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 Contractor's bills to bank)

Payments due to the Contractor may, if so desired by him, be made to his bank, instead of direct to him, provided that the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor shall be supplied with such materials and stores as required 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 Contractor 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 Contractor 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

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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 Contractor 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 Contractor 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 Contractor 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 Contractors 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 Contractor 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 Contractor shall be bound to carry out 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 Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor 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 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 Contractor 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

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of work and arrange to carry out in such manner as he may consider advisable PROVIDED ALWAYS that if the Contractor 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 Contractor; 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 Contractor shall on demand in writing from the Chief Mechanical Engineer specifying the work, materials for articles complained of notwithstanding 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 Contractor 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 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 Contractor.

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

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Contract shall at all times be open to the inspection and supervision of the Chief Mechanical Engineer and his subordinate, and Contractor 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 Contractor, 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 Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

CLAUSE – 16

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

The Contractor 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 Contractor'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

(Contractor liable for damage and for imperfections for 3 months after certificates)

If the Contractor 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 Contractor 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 Contractor or from his Security Deposit, or the proceeds of sale thereof or of a sufficient portion thereof. The Security Deposit of the Contractor shall not be refunded before 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 half of the Security Deposit is sufficient to meet all the liabilities of the Contractor 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.

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CLAUSE – 18

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

The Contractor 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, cordge, 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 Contractor 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 Contractor and the Contract or from his Security Deposit or the proceeds of sale thereof or of a sufficient position thereof. The Contractor 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 Contractor 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 Contractor, in execution of the works) the Board will recover from the Contractor, 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 Contractor 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 Contractor 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.

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

CLAUSE – 19(A):(Labour)

No labour below the age of eighteen years shall be employed in the work.

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CLAUSE – 19(B)

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(Explanation)

(a) The Contractor 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 Works Department for the district in which work is done.

(b) The Contractor 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-Contractors 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 Contractor's part of this arrangement, the Contractor shall comply with or cause to be complied with the Central Public Works Department Contractor'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 Contractor, any sum required or estimated to be required for making good the loss suffered by worker / workers by reasons of non-fulfilment 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 Contractor shall be primarily liable for all payments to be made under and for the observance of the Regulations as preside without prejudice to his right to claim indemnity from his sub-Contractors.

(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 Contractor 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 Contractors.

CONTRACTOR

CHIEF MECHANICAL ENGINEER

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 Contractor becomes insolvent)

The Contractor shall not assign or sub-let without the written approval of the Chief Mechanical Engineer and if the Contractor 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 employ 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 Contractor 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 Contractor 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 firm)

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 firm shall be forthwith notified by the Contractor 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.

CONTRACTOR

CHIEF MECHANICAL ENGINEER

CLAUSE – 25 TO CLAUSE 29 DELETED.

(Arbitration Clause)

CLAUSE – 30

The Contractor 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 Contractor by the Engineer-in-Charge will be debited to the Contractor 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

(Lump-sum in estimates)

When the estimate on which the Tender is made, including lump-sum in respect of part of the work, the Contractor 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 lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Contractor 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.

CONTRACTOR

CHIEF MECHANICAL ENGINEER

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.

IV. ADDITIONAL CONDITIONS:

I. The Contractor 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 Contractor shall not deposit materials on any site which will seriously inconvenience the public. The Chief Mechanical Engineer may require the Contractor 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 Contractor's cost.

III. HUTTING FOR LABOUR: The Contractor (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 Contractor 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 Contractor shall employ imported labour only, i.e., depot imported labour or imported by Contractor 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 Contractor.

The Contractor 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 Contractor 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.

CONTRACTOR

CHIEF MECHANICAL ENGINEER

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 Contractor 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 on 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 to me/us or otherwise.

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 Contractor, 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 Contractor and the Board will not entertain any claim whatsoever in this respect.

CONTRACTOR

CHIEF MECHANICAL ENGINEER

VISAKHAPATNAM PORT TRUST

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

All legal requirements/Acts to be complied by the contractors. The various legal requirements/Acts are given below:-

Sl.No.	Name of the Act
01.	The Environment (Protection) Act & Rules –1986 as amended up to 2009
02.	The Hazardous Waste (Management & Handling) Rules – 1989 as amended up to 2003.
03.	Manufacture, storage and import of Hazardous Chemicals Rules 1989 as amended up to 2000.
04.	The Noise Pollution Regulations & Control Rules 2000 as amended up to 2010.
05.	The Batteries (Management & Handling) Rules 2001.
06.	Factories Act – 1948 & Factory Rules as amended up to 2005.
07.	Motor Vehicle Act 1988 & Motor Vehicle Rules – 1989 as amended up to 2007.
08.	The Petroleum Act – 1934 & the Petroleum Rules 2002.
09.	The Gas Cylinder Rules 2004
10.	The Visakhapatnam Municipal Corporation Act – 1979 as amended up to 2006 (forming as Greater Visakha).
11.	Fire Protection Facilities for Port Oil Terminals OISD (Oil Industry Safety Directorate)Guidelines 1992
12.	VPT (Transport, Handling & Storage of dangerous goods) Regulations 1992 as amended up to 1999.
13.	The Water (Prevention & Control of Pollution) Act – 1984 & Rules 1975 as amended up to 1989.
14.	The Air (Prevention & Control of Pollution Act –1981) and Rules 1982 as amended up to 1988.
15.	Railway Regulations Indian Railway Track Design & Manufacture South Indian Railway Accident manual 1991.
16.	The Radiation Protection Rules 1971 as amended up to 2004.
17.	Explosives Act – 1884 as amended up to 1993.
18.	Electricity Act 2003 with the Rules.
19.	Solar Regulations 1974 as amended up to 2010.
20.	Marpol Regulations 73/78 with the Annexure (I, ii, iii, v & vi) as amended up to 2010.

Contractor

Chief mechanical engineer

VISAKHAPATNAM PORT TRUST
ORE HANDLING COMPLEX

To
The FA & CAO,
Visakhapatnam Port Trust,
VISAKHAPATNAM – 530 035.

Sir,

We wish that the payments due to us be made to our bank through E-Payment mode. The requisite particulars are furnished in the proforma given below.

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)

1. EMPLOYEE/VENDOR/SUPPLIER/CONTRACTOR/
INVESTORS/CUSTOMER'S NAME & ADDRESS:

Personal Number/Registration Number

2. PARTICULARS OF BANK ACCOUNT :

BANK NAME :

BRANCH NAME :

ADDRESS :

TELEPHONE :

9-DIGIT CODE NUMBER OF THE {}

BANK'S & BRANCH {}

Appearing on the MICR cheques issued by Bank:

Whether the Bank is RTGS enabled : Yes/No

BANK'S RTGS A/c No. :

ACCOUNT TYPE :

(SB Account Current Account or Cash Credit) :

ACCOUNT NUMBER :

(As appearing on the Cheque Book including MICR) :

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold VISAKHAPTNAM PORT TRUST (the User Institution) responsible.

DATE: ()

Signature of the Authorised
Investor/Customer/Employee/Vendor/Supplier/Contractor
Certified that the particulars furnished above are correct as per our records.

()
(Signature of the Authorised Official from the
Bank)

In lieu of the bank certificate to be obtained as above, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your savings pass book current A/c. Passbook issued by your bank for verification of the above particulars).

VISAKHAPATNAM PORT TRUST
ORE HANDLING COMPLEX

Name of work: Maintenance Contract for Apron pan feeder of 4000 TPH capacity, Surgebin hopper con-S8 discharge chute, feeder discharge chutes and dribble conveyor chute underneath the pan feeder for trouble free operations for a period of three months

Work Schedule

S.No.	Description of work	Qty.	Unit		
1.	Maintenance contract of two nos. apron pan feeders of 4000 TPH each, surge bin hopper and S8 conveyor discharge chute and dribble conveyor chute underneath apron pan feeders for trouble free operations of shipping system.	3 Months	Month		

CONTACTOR

CHIEF MECHANICAL ENGINEER

The following items will be supplied by V.P.T. free of cost for attending maintenance work: 84" size apron pans, links and pins bearing manganese steel liner plates (Had field plates), wear resistant rubber liners, M.S. Liner plates, excluding bolts and nuts and washers, structural steel, grid coupling and grid springs, boxes, cast steel single strand drive and driven sprocket wheels and single strand roller chain top guide rollers and return guide rollers with shaft, cast steel gear wheel and pinions and S.M. bearings of size MP47.

SUPPLY OF CONSUMABLES:

MECHANICAL:

To arrange all type of consumables such as gas, electrodes (including special repair electrodes), kerosene oil, cotton waste rag etc. for cleaning HT Hexagonal bolts with nuts and washers, counter sunk head bolts with nuts and washers and general purpose bolts with nuts and washers.