



ISO 9001 - 14001 - OHSAS 18001 PORT

**TENDER NOTICE No. IENG/EE(South)/T/ Transit towers./2018**

**Dt. 22-01-2018**

Sealed Tenders in the prescribed pro forma are invited for the work mentioned hereunder from reputed contractors having experience in executing **Civil Works**.

1. Name of work: - Periodical maintenance of plants to a period of 5 months at DC office area.
2. Estimated Cost:- **Rs: 1,55,209/-**
3. E.M.D : **Rs. 3,200/-**
4. Cost of Tender papers (Non- refundable): **Rs.200/-**
5. Last date of request for Tenders: 27- 01.2018
6. Last date for issue of Tenders: 27- 01.2018
7. Date and time for receipt of Tenders: 29- 01-2018 Upto 14.00 Hrs. Tenders will be opened on same day after 14.05 Hrs.

Request for issue of Tender papers shall be addressed to the undersigned enclosing D.D. in favour of FA&CAO/VPT towards cost of Tender papers along with copies of Solvency from Nationalized Bank/ Scheduled Bank to the extent of **Rs.0.75 Lakhs** obtained within one year, valid APVAT Registration. The Tenderer who wishes to download the Tender documents from the VPT Website ([www.VIZAG PORT. Com](http://www.VIZAG PORT. Com)) have to pay the cost of Tender papers at the time of submission of Tender in a separate sealed cover. Otherwise their Tender will not be considered, the Tenderers are required to observe the website to find out any corrigendum issued subsequent to the downloading of the Tender notice and schedule. Details of average annual turn over not less than **Rs. 0.47 lakhs** during the last 3 (three) years ending 31st March of the previous financial year, duly certified by the Chartered Accountant, proof of experience in civil works i.e., experience of having successfully completed civil works during last 7 years ending last day of month previous to the one in which applications are invited should be 3 (three) civil works completed each costing not less than the amount equal to 40% of the estimated cost (or) 2 (two) civil works completed each costing not less than 50% of the estimated cost (or) 1 (one) civil work completed costing not less than 80% of the estimated cost and proof of Registration with Government / Public Sector undertaking in respect of applicants not registered with Visakhapatnam Port Trust. **If any amendment or addendum will be issued before opening of the Tenders and the same may be looked in the VPT Web site and any further clarifications can also obtained from CE's office VPT.**

The right of issue of Tenders is reserved.

EXECUTIVE ENGINEER (SOUTH)

Copy to: EE (CP)- for information.  
Copy to: FA&CAO/Nodal Officer, IT / V.O. -for information.  
Copy to: Dy. Director (ITS) along with complete bid document in Soft copy form to publish on the V.P.T. Web site **up to 29-01-2018.**  
Copy to: Notice Board / A.S. to arrange display the Tender notice on the notice board.  
Copy to: EE (South) /AE(OB).  
Copy to: SE -V - for information and necessary action.  
Copy to: M/s. Builders Association of India, Plot No.43&44, 4th Floor, Siripuram, Visakhapatnam  
Copy to: The Garison Engineer, MES, Visakhapatnam  
Copy to: The Chief Engineer, DGNP, Visakhapatnam  
Copy to: The Chief Engineer, NAVY, Visakhapatnam  
Copy to: The Supdt. Engineer, CPWD, Visakhapatnam  
Copy to: The Supdt. Engineer, R&B, Visakhapatnam  
Copy to: The Supdt. Engineer, Public Health Visakhapatnam  
Copy to: The Chief Engineer, VMC, Visakhapatnam  
Copy to: The Chief Engineer, VUDA, Visakhapatnam  
Copy to: The Divl. Rly. Manager(Engg.), Waltair, Visakhapatnam  
Copy to: The Chief Engineer, M/s. R.I.N.L., Steel Plant, Visakhapatnam.  
Copy to: The Chief Engineer, M/s. N.T.P.C., Visakhapatnam.  
Copy to: The Chief Engineer, M/s. N.H.A.I., Marripalem, Visakhapatnam

For information  
with a request  
to arrange  
wide publicity

VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT

**PERCENTAGE - TENDER FOR WORKS**

I / We hereby Tender for execution for Board of Trustees of the Visakhapatnam Port Trust of the works specified in the Tender memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications design and instructions in writing referred to in Rule - 1 hereof and in clause - II of the conditions of contract and with such materials as are provided for by end in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM (GENERAL DESCRIPTION)

- a) Name of the work: : Periodical maintenance of plants to a period of 5 months at DC office area.
- b) Estimated Cost : Rs. **1,55,209/-**
- c) Earnest Money : Rs.3, 200/-
- d) Security Deposit : 10% of the contract amount
- e) Percentage to be deducted from bills towards Security Deposit } 10% of the gross bill amount will be recovered towards S.D. from the bills till the entire amount of 10% of the contract value is reached including EMD.
- f) Time allowed for the above work from date of written order. } 5(Five) Months
- g) Maintenance period 3 (Three) Months

Item No.	Item of Work	Quantity	Unit Per	Rate to be Quotationed	Amount
1	2	3	4	5	6.

CONTRACTOR

Should this Tender be accepted I/We hereby agreed to abide by and fulfil all the terms and provisions of the conditions contained in the pamphlet named "GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT" which have been read by me, read and explained to me so far as applicable, or in default there of to forfeit and pay to the Board of Trustees or its successors in office the sums of money mentioned in the said conditions:

Give particulars and Nos. strike out (a) if no cash security deposit is to be taken

Strikeout (b) if any Cash Security Deposit is taken

Receipt attached as Earnest Money (A) the

The sum of **Rs.3,200/-** is deposit with the Financial Adviser and Chief Accounts Officer (Port Trust) and full value of which is to be absolutely forfeited by the Board or its successors, in Office, without prejudice to any other rights or remedies of the said Board or its successors in office should I / We fail to commence the work specified in the above memorandum of 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 **Rs.3,200/- (Rs. Three thousand two hundred only)** shall be retained by Government as on account of such SECURITY DEPOSIT as aforesaid or (b) the full value of which shall be retained by BOARD on account of the SECURITY DEPOSIT specified in Clause I (b) of the said conditions of contract.

Signature of contractor before submission of Tender.

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

Signature of witness to Contractor's Signature

Witness:

Address:

Occupation:

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

of

Signature of the Officer by whom accepted.

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

CHAIRMAN  
VISAKHAPATNAM PORT TRUST

The common seal of the BOARD OF TRUSTEES of the Port of Visakhapatnam has been affixed in the presence of Sri \_\_\_\_\_ CHAIRMAN of the Board of Trustees has signed on behalf of the Board in the presence of

CONTRACTOR

VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT

SCHEDULE 'A'

Schedule showing (approximately) the materials to be supplied by the Visakhapatnam Port Trust Board under Clause – 10 of the General Conditions of Contract to be executed and the rates at which they are “to be charged for”.

**NAME OF WORK:-** Periodical maintenance of plants to a period of 5 months at DC office area.

SL. No.	Description of materials	Approx. Quantity	Unit	Rate at which the materials will be charged to the Contractor	Place of delivery
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- NIL -

CONTRACTOR

**EXECUTIVE ENGINEER (South)**

Note: Visakhapatnam Port Trust will not supply water, cement, steel required for the work for both permanent and temporary works and the contractor himself shall procure the same. The procurement of cement and steel shall be made as per the “Additional conditions regarding supply and procurement of cement and steel”.

VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT

<b>Tender Inviting Authority: Chief Engineer, Visakhapatnam Port Trust</b>						
<b>Name of the Work:</b> - Periodical maintenance of plants to a period of 5 months at DC office area.						
<b>Contract No:</b> IENG/EE(South)/T/Plants Maint./2017.						
<b>Bidder Name:</b>				<b>Excess ( + )</b>	<b>0.00</b>	<b>%</b>
<b>SCHEDULE "B"</b>						
Sl. No.	Description of work	Quantity	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1	Supply of Man Mazdoor / Women Mazdoor / Watchmen, Gangmen / Mazdoor (unskilled) to work in any site conditions etc., as required and as directed by the EIC complete. All labour and materials.	300	1No	431.20	Four hundred thirty one rupees and twenty paisa only.	1,29,360/-
2	Supplying of cattle manure at site of work including stacking etc., as required and as directed by the Engineer-in-charge complete. All labour and materials	21	1 m <sup>3</sup>	418.86	Four hundred eighteen rupees and eighty six paisa only.	8,796/-
3.	Supplying and stacking good earth, tank silt or alluvial soil at site (at desired points as direct by the Engineer-in-charge) good earth to be obtained from the approved source and measured in stacks and 20% deduction will be made for voids to arrive net quantity.	45	1 m <sup>3</sup>	378.95	Three hundred seventy eight rupees and ninety five paisa only.	17,053/-
	Amount put to tender Rs.					1,55,209/-
Quoted rate in Words		<b>Rupees One lakh Fifty five thousand two hundred and nine Only.</b>				
The percentage Excess/less over amount put to tender -----%						

CONTRACTOR

EXECUTIVE ENGINEER (SOUTH)

**VISAKHAPATNAM PORT TRUST**  
**ENGINEERING DEPARTMENT**

Name of Work : :- Periodical maintenance of plants to a period of 5 months at DC office area.

**SPECIAL CONDITIONS**

1. All materials and workmanship shall conform to the appropriate Indian Standard Specifications, published by the Bureau of Indian Standards (BIS) latest versions as applicable, specifications given in the Schedule "B" (schedule of quantities and rates) of the contract and special conditions. Standards issued elsewhere may be used if approved by the Engineer-in-charge for those items of work only for which appropriate Indian Standards do not exist. Necessary testing charges, if any, shall be borne by the contractor.
2. The Contractor is responsible for taking precautionary measures for the safety of the lives of the mazdoors 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 Contractor.
3. The notice inviting Tenders and General Conditions etc., shall form part of contract.
4. All the rules and regulations governing the Visakhapatnam Port Trust shall be applicable.
5. Any damages caused to Port property either directly or indirectly shall be made good by the Contractor at his own cost.
6. The decision of Engineer-in-charge is final in case of any technical clarification.
7. All defective works pointed out by the Engineer-in-charge shall be rectified by the contractor at his cost.
8. The percentage excess / less over total schedule amount shall be required to be typed at the end of the schedule- 'B' by the contractor.
9. No sales tax will be paid on account of the work.
10. The work should be completed within 45Days from the date of work order.
11. It is the responsibility of the Contractor to see that the job entrusted is done expeditiously with safety and in time. A penalty of  $\frac{1}{2}$  % will be levied for every week of delay subject to maximum of 10% on the total value of the contract. In this connection, the decision of Chief Engineer is final. Time is the essence of the contract.
12. The VPT reserves the right to withdraw any item of Tender or to cancel the subject Tender without assigning any reason.
13. Statutory deductions will be made from the bills.
14. Payment will be made according to the actual quantities of work ordered and carried out as measured by the Engineer-in-Charge. The rate entered in the contract shall be valid for any extent of variation of quantity of each individual item subject to total contract value does not get altered by more than 30%.
15. Any additional work required, should be carried out with the prior approval of CE / VPT or his authorized representative and will be paid extra as per mutually agreed up on.
16. The Standard VPT conditions, which are not mentioned, are also applicable to this work.
17. The Contractor has to follow the norms of IMS as the VPT is adhering to Quality management system (ISO 9001-2008), Environmental management system (ISO 14001-2004) and Occupational health & safety assessment series (OHSAS 18001-2007) for their activities.
18. Service tax registration Certificate shall be submitted along with Tender. Service tax will be reimbursed against submission of service tax registration number.
19. The contractor / Firms while quoting Tender shall note that, no post Tender negotiation will be held with the L-1 Tenderers, except in exceptional cases, whenever it is found necessary.
20. If any forged / fake documents are submitted by the Tenderers, the management reserves the right to forfeit the EMD/SD besides their business dealings with VPT will be banned.
21. No claim will be entertained for fluctuation in market rate of any labour, materials on transportation etc., during the period of contract.
22. No escalation clause will be entertained at any stage of the contract.

**CONTRACTOR**

23. **METHOD OF MEASUREMENT:**

- Standard Method: Unless stated or billed otherwise, quantities shall be measured in accordance with the Indian Standard code of practice for Measurement of Civil Engineering works I.S. 1200. The rates entered in the contract shall include whatever allowance is considered by the contractor to be necessary for waste, working area, construction slopes, batters etc.
24. The payment of transportation of Earth / Debris will be made on stack measurements after deducting 20% for voids. The Contractor has to make stacks at his own cost at the place of loading and spread the debris / earth at the place of unloading to lines and levels as directed by the Engineer-in-Charge.
  25. The useful materials obtained from the dismantled materials are to be handed over at Port General Stores or at the place shown as directed by the Engineer-in-charge at no extra cost to the department.
  26. If the dismantled materials / debris etc., are not removed as per the instructions of the concerned officer/ their representative a penalty of Rs.100/- per day shall be levied.
  27. The Tenderers are expected to carefully inspect the site of work and study the site conditions before Tendering for this work and no claim whatsoever will be entertained at a future date arising out of local working conditions and clarifications given by the department.
  28. Before commencement of the earth excavation works the contractor shall obtain approval of the Engineer-in –charge for the alignment marked at site of work. Clearance shall also be obtained with regard to non-interference of optical fiber cables of information technology network and electrical cables of Mechanical and Electrical Engg. Dept.
  29. The Contractor shall abide by all statutory regulations, labour rules, insurance, safety codes, P.F. contribution, Minimum wages act in force and as applicable during execution of the contract and obtaining clearance from Visakhapatnam Port Trust and relevant authorities as and when required.
  30. The Contractor should observe the prohibitory rules and regulations in force at the time of work and as revised from time to time and cause no obstructions or hindrance to the department work.
  31. Visakhapatnam Port Trust will not supply cement, steel and water.
  32. The 2% value of the Tender amount should be paid towards EMD along with submission of Tender. The EMD of 2% will form part of the total security deposit of 10% and only the balance of 8% will be recovered from the running on account bills at the rate of 10% until the balance of 8% is recovered. The Security deposit will be refunded only after satisfactory completion of the work.
  33. The contractor or his authorized representative shall invariably sign in the hindrance register which shall be maintained by the concerned division at site of work whenever any hindrance takes place while execution and the same will be reviewed by the Engineer-in-Charge from time to time, to examine the justified reasons for considering extension of time etc.,
  34. The contractor shall employ and post full time engineer/supervisor as necessary in execution of works as per requirement and as per instructions of Engineer-in-charge.
  35. Opening of the Tender **on 29-01-2018** after 14.05 hours.
  36. The Port working hours are from 08.30 AM to 1.00PM and from 02.00 PM to 5.30PM. Any work requiring supervision carried out by the contractor beyond working hours and holidays, the contractor shall apply in writing in advance of such work to arrange supervision.
  37. GST in respect supply of goods & Services or on works contract as applicable in respect of this contract should be payable by the supplier/service provider/ contractor and port trust will not entertain any claims with effect from 01-07-2017.
  38. According to GST Act every dealer is liable to be registered whose aggregate turn over exceeds Rs.20.00 lakhs for supply of goods/services/executing any works contract. Accordingly GSTN is to be provided for participation in tender and to award the contract
  39. The rate to be quoted should be exclusive of GST component and payment will be made against “Tax Invoice” as prescribed under the GST Act/Rules.
  40. The supplier/Contractor is required to remit GST as per the “Tax Invoice and file the details in GSTR on or before 10<sup>th</sup> of the subsequent month to enable VPT to claim input tax credit  
Otherwise the said tax invoice will be kept pending for payment.

**CONTRACTOR**



41. All the eligible bidders, who are registered with NSIC/ Ministry of MSME are exempted from payment of EMD amount and Tender Document Cost subject to fulfilling of following conditions.
- i. The Bidder should invariably submit a request letter claiming “EMD and Tender Document Cost exemption”.
  - ii. The Bidder has to submit the self-certified copy of the Registration Certificate issued by NSIC/Ministry of MSME for the works/ services relevant to the “Subject Tender as per Pre-qualification criteria”.
  - iii. The above Registration Certificate should be valid on the date of opening of the technical bid.
  - iv. The Monetary limit of the Registration certificate shall be more than the “Amount put to Tender”. In case the monetary limit of the above Registration Certificate is less than the estimated cost (put to tender), then the above certificate will be treated as invalid for the subject Tender Value.
  - v. 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 with treated as “Bid submitted without EMD and Tender Document Cost”, which would attract disqualification under EMD & Tender Document Cost of Tender conditions as mentioned above.
  - vi) In case the bid is submitted as an Indian arm of a Foreign Bidder and the eligibility criteria conditions were met thru foreign company, then the “EMD Exemption & Tender Document Cost cannot be claimed under the MSME status of Indian arm/ Subsidiary.
  - vii) Copy of “Application for obtaining NSIC/MSME Registration” of pending renewal of NISC will not be entertained. Such offers will be treated as Offers received without EMD and Tender Document Cost.

**CONTRACTOR**

**EXECUTIVE ENGINEER (South)**

## GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT WORKS ON PERCENTAGE RATE TENDER

1. All works proposed for execution by the contract will be notified in the form of invitation to tender posted in Public places and signed by the Chief Engineer, Visakhapatnam Port Trust. This form will state the work to be carried out, as well as 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 the Security Deposit is 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 works signed by for the purpose of identification by the Chief Engineer, Visakhapatnam Port Trust shall also be open for inspection by the Contractor at the Office of the Chief 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 member 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 Indian Partnership Act.
3. Receipts for payments 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 partners, or by any other person having authority to give effectual receipts 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 the work. Tenders which propose any alternation in the work specified in the said term of invitation to tender, on the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the work to which the reference written out on 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 enter 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 there with shall thereupon be given to the Contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in Rule I. 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 rejection all or any of the tenders and will not be bound to accept the lowest tender.
7. The receipt of any accountant or Clerk for any money paid by the Contractor will not be considered as any acknowledgement of payment to the FA & CAO (Port Trust) and the Contractor shall be responsible for seeing that he procures a receipt signed by the FA & CAO (Port Trust) or a duly authorized Cashier.

### CONTRACTOR

8. The memorandum of work tendered for the Schedule of materials to be supplied by the Port Trust Engineering Department and their issue rates shall be filled in and completed in the Office of the Chief Engineer before the tender form is issued to an Intending tenderer without having been so filled in and completed he shall request the Office to have this done before he completes and delivers his tender.

## **SECURITY DEPOSIT**

### **CLAUSE I:**

The person/persons whose tender may be accepted herein after called the Contractor shall (A) within one day for contract of Rs.1,000/- or less, two days for 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 FA & CAO Office (Port Trust) in Cash or Government Securities endorsed to the Financial Adviser & Chief Accounts Officer, VPT (if deposited for more than 12 months) a sum sufficient within 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 Board at the time of making any payment to him for work done under contract to deduct sum as we will (with the earnest money deposited by him) amount to this will be the same percentage as that in the tender at (C) percent of all monies to so payable, such deductions to be held by Board by way of Security Deposit provided always that in the event of the Contractor a lumpsum by way of Security Deposit as contemplated at (A) above then and such case, if the sum so deposited shall not amount to percent of the total estimated cost of the work if shall be lawful for Board at the time of making any payment to the Contractor for work, done under the contract to make up the full percentage of by deducting a sufficient sum of every such payment at last aforesaid. All compensation or other such of money payable by the Contractor to the Board under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from 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 the days thereafter make good, in case of 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 proceeded 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 pay a compensation, an amount equivalent to ½% (half 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 contract value on 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 the 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 the 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 work for every week that the due quantity of the work remains in complete.

NOTE: The Competent Authority in this case the authority empowered to sanction the work.

**CONTRACTOR**

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 sum not exceeding 10% of the contract price as decided by the competent authority.

**CLAUSE 3 : ACTION WHEN WHOLE SECURITY DEPOSIT IF FORFEITED.**

In any case in which under any clause or clauses of this contract, the Contractor shall have tendered himself liable to pay compensation amounting to the whole of his security deposit whether paid in one sum or reduced by instalments or submitted a breach or 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 courses he may deem best suited to the interest of Board.

A(i) To rescind the contract to which the recession notice/order intimating the Contractor under the hand of Chairman or the Authority nominated by Chairman with the approval of Chairman/VPT shall be conclusive evidence and 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, Engineering Department and to supply materials to carry out the work of any part of the work, debiting the Contractor with the cost of the labour and price of the materials of the amount of which cost and price a certificate of the Engineer-in-charge shall be 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 if it has been carried out by the Contractor under the terms of the value of the work done shall be final and conclusive against the Contractor.

Contract for remains liable to pay compensation if any not taken under clause 3 power to take possession of or require removal of said contractor's plant.

(c) To measure up the work of 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 could has been paid to the original contractor, if the whole work has been executed by him of the amount of which excess to 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 Board under the contract or otherwise or from his security deposit or the proceeds of sale thereof a sufficient part thereof.

(d) In the event of any of the above courses being adopted by the Board, the Contractor shall have no claim to compensation for the any loss sustained by him any reason of his having purchase or procured any materials or entered into any engagement made any advances on account of, or with a view of the executing of the work or the performance of the contract and in the contractor shall be rescinded under the provision aforesaid the Contractor shall not be entitled to recover or be paid a sum for any work thereto for actually performed under his contract unless and until the Chief Engineer, Visakhapatnam Port Trust will have certified in writing the performance, of such and the value payable in respect thereof and he shall only entitled to be paid by the value so certified.

**CONTRACTOR**

**Clause 4:**

In any case in which any of the powers, conversed upon the Board by Clause 9 thereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver if any of the conditions hereof and such powers shall at withstanding the exercisable in the event of any future case or 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 past and future compensation shall remain unaffected. In the event of Board putting in force either of the power(s) or (c) vested in him, under proceeding clause he may, if he so desired 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 in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may be noticed in writing to the Contractor or his clerk of the work Foreman or other authorized Agent required him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing comply with any such requisition the Engineer-in-Charge any removal them at the contractor's expenses or sell them by auction or private sale on account of the Contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as 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.

**CLAUSE 5: EXTENSION OF TIME**

If the Contractor shall desires and extension of time completion of the work on the grounds of his having been unavoidably hindered in the execution or any other grounds he shall apply in writing to the Competent Authority within 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Competent Authority shall if in his opinion which shall be final reasonable grounds be shown therefore, authorize extension of time, if any as they in this opinion or be necessary or proper.

**CONTRACTOR**

## **CLAUSE 6:**

On completion of the work, the Contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion but no such certificate 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 materials and rubbish and cleared off the dirt from all wood work, doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof not until the work shall be measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this Clause and the removal of scaffolding, surplus materials and rubbish and clearing off dirt on or before the date fixed for the completion of the work the Engineer-in-Charge may at the expenses of the Contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect or any such scaffolding or surplus materials as aforesaid except for any such mutually realized by the sale thereof.

## **CLAUSE 7: SHALL HAVE PAYMENT ON INTERMEDIATE CERTIFICATE REGARDING AS ADVANCES**

No payment shall be made for works estimated to cost less than Rupees one thousand till after the whole of the work been completed and a certificate of completion given. But, in the case of works estimated to more than Rupees one thousand the Contractor shall on submitting the bill therefore he entitled to receive monthly payment proportionate to the part thereof than approved and passed by the Engineer-in-Charge, those certificate of such approval and passing of the sum so, payable shall be final and conclusive against the Contractor. But a such a intermediate payments shall be regarded as payment by way of advance against for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect, or the accruing of by claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-Charge under those conditions or any of them as to the final set-wise or in any other way vary or effect 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 parties.

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## **CLAUSE 8: BILLS TO BE SUBMITTED**

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the verified and the claim, as far as admissible adjusted, if possible within the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure-up the said work in the presence of the Contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-Charge may prepare bill from such list which shall be binding on the Contractor in all respects.

## **CLAUSE 9: BILLS TO BE PRINTED FORMS**

The Contractor shall submit bills on the printed forms to be had on application at the Office of the Engineer-in-Charge and the charges 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 not in the tender at the rate hereinafter provided for such work.

## **CLAUSE 9(A): PAYMENT TO CONTRACTORS THROUGH BANKS.**

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 furnished to the Engineer-in-Charge (a) an authorization in the form of a legally valid document each as power of attorney conferring authority on the Bank to receive payment and (b) his own acceptance of the correctness of the account made, but as being due to him by Board or his signature on the bill of other claim preferred against Board before settlement of other claim preferred against Board before settlement by the Engineer-in-Charge of the account or claim by payment to the receipt given by the such bank shall constitute a full and sufficient discharge for the payments, the Contractor should wherever possible present his bills duly.

Nothing herein contained shall operate to create in favour of the Bank any rights of required vice-versa the Board of Trustees of Visakhapatnam Port Trust.

## **CLAUSE 10:**

If the specification or estimate of the work provides for the use of any special description of materials to be supplied the Engineer-in-Charge store, or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores and the prices to be charged there, therefore, the convenience of the Contractor but not so as in any way to control and meaning or defect to this contract, specified in the schedule of memorandum hereto annexure), 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 only and the value the full quantity of materials and stores supplied at the rates

specified in the said schedule or Memorandum may be set off or deducted from any such than due or thereafter to become due to the Contractor under the contract, or otherwise or against from the security deposit or the proceeds of the said 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 Contractors shall remain the absolute property of Board, and shall not on any account be removed from the site of work, and shall at all names be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the same of the completion or determination of the contract shall be returned to the Engineer-in-

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Charge's stores, if it by a notice in writing under his hand he shall be 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 so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

**CLUASE 11:           WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION DRAWINGS ETC.**

The Contractor shall execute the whole and every part of the work in the most substantial and workmen 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, conform drawings and instructions in writing relating to the work side by the Engineer-in-Charge and lodged in his office and to which the Contractor shall be entitled to have access at such office.

Office or in 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 expense 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:**

**RATES FOR WORKS NOT IN THE 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 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 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. The time for completion for 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.

**1. PAYMENT FOR VARIATIONS:**

Variation permitted shall not exceed 25% in quantity of each individual item and +10% of the total contract price.

For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

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- i) Rates and prices in Contract if applicable plus escalation as per contract.
- ii) Rates and prices in the current Schedule of Rates plus ruling percentage.
- iii) Market rates of materials and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.

For items in the Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

- i) Rates and prices in contract plus escalation, failing which (ii) or (iii) below will apply
- ii) Rates and prices in the current VPT schedule of Rates plus ruling percentage, in respect of items covered in VPT schedule of Rates.
- iii) Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor for items not covered in VPT schedule of Rates.

For such extra work beyond permitted variation, within 14 days of the date of instruction for executing varied work, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.

If the Nodal Officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.

All increases beyond contract provision shall be taken to the notice of the Chief Engineer before execution of the same.

**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 required the whole there of as specified in the tender to be carried out the Engineer-in-charge 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 might have derived from the execution of the work in full, but which he did not derive in consequence of the full month of the work not having been carried out neither shall he have any claim for compensation by reason of any alternations have been made in the original specifications, drawings designs, and instructions which shall involve any curtailment of the work as originally contemplated.

**Clause-14:**

It shall appear to the Engineer-in-charge or his subordinate in-charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship or with materials if 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 contract, the contractor shall on demand, in writing from the Engineer-in-Charge specifying the work materials, or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove the materials or articles as specified and provided other proper and suitable materials or articles at his own proper change and cost, and in the event of his failing to do so when a period to be specified by the Engineer-in-Charge his

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demand aforesaid then the contractor shall be liable to pay compensation at the rate of 1% on the amount of estimate for every day to exceeding 10 days, while his failure that Engineer-in-charge may rectify with others, the materials articles complained of as the case may be at the risk or expense in all respects of the contractor.

**Clause-15: Works be open to inspection contractor or responsible agent to be present.**

All works under or in course of execution of executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in- Charge and his subordinate and the contractor shall at all times during the usual work 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 be contractor, either himself be present or receive orders and instructions or have a responsible agent duly accorded in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same a force as if they had been given to the contractor himself.

**Clause-16: Notice to be given before work is covered up**

The contractor shall give not less than 15 days notice in writing to the Engineer-in-charge 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 may be measured and correct dimension there of be taken before the same so covered up to or placed beyond the each of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense or in default there of no payment or allowance shall be made for such work or the materials with which the same was executed.

**Clause-17: Contractor liable for damage done and for imperfections for 12 months after certificate.**

In the contract his work people or servants shall break defense injure or destroy any part of building, in which they may be working or any building road, road kerbs, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground continuous to the premises in 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 cause whatever or any imperfections become apparent in it within 12 months. After a certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by the other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at a time there after may become due to the contractor, or from his security deposit or the proceeds of sale, there of or of a sufficient portion there of, the security deposit of the contractor shall not be refunded before the expiry of 12 months.

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**Clause – 18 : Contractor to supply plant ladders scaffoldings etc.**

The Contractor shall supply at his own cost materials (except such special materials if any, as many in accordance with the Contract be supplied from the Engineer-in-Charge stores, cordage, plant, tools appliances implements, ladders, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted and whether including in the specification or other documents forming part of the contract preferred to in these conditions, or not, on which may be necessary for the purpose satisfying or complying with the requirements of the Engineer-in-charge 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 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 weighting and assisting 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 Engineer-in-charge at the purpose of the contractor and the expenses, may be deducted from any money due to the contractor and the contract or from his security deposit of the proceeds of same thereof, or of a sufficient portion thereof. The Contractor shall also provide all necessary facing and lights required to protect the public from accidents and shall be found to be a the expenses of defense of every suit, action or other proceedings at law that may be 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 persons of 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 provision of section-12 sub-section (1) of the workmen’s Compensation Act, 1923 Government is obliged to pay Compensation to workmen employees by the contractor in execution of the works Board will recover from the contractor the amount of the Compensation so paid, and without pre judice to the rights of Board under section12, sub-section-2 of the said Act Board shall be at liberty to recover such amount of the Part there of by deducting it from the Security deposit or from any time due to or otherwise Board shall not be bound to contest any claim made against it under section-12, sub-section (1) or the said Act, except on the written request of the contractor and upon his giving to board full security for almost for which Board might become liable in Vensequence of contesting such claim.

**Clause –19 :**

No female labour shall be employed within the units of contentment.

**Clause –19 (1):**

The contractor shall provide all facilities as provided under contract labour (Regulation and Abolition Act) 1970 and other Central / State enactments and shell be responsible for violation of any of the same.

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**Clause –19(a):**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the Contractor Labour (Regulation and Abolition) Act, 1970 and (herein after called the said Act) and Central rules made there under by Government of India and any other Act, Rules and Regulations made by the Central or State Government and such other rules and regulations made applicable by the Board from time to time in regard to payment of wage, wage period deductions from wages, recovery of wages not paid and deduction unauthorisedly made, maintenance of wage registers, wage cards, publication of scale of wages all terms returns and the maintenance of necessary health and sanitary arrangements.

**(b):**

The contractor shall obtain the necessary licence for employing the Contract labour for executing the work, now contracted upon as per the said Act and rules within 15 days from the date of work order and shall ensure to maintain the same effective throughout the period of this contract at his own cost. The decision of the Board and or Asst. Labour Commissioner (Central) regarding the applicability of the Act is final and binding on the contractor.

**(c) :**

The contractor shall in no case, commence the work, unless be obtained and produce the licence under the Act and the time for completion of work as given in the tender is inclusive of the time required to obtain produce the said licence.

**(d):**

If the Port is caused to pay reimburse or incur such amount as may be necessary to cause or to observe for non-observance of the provisions stipulated in Clause-19(a) mentioned above, on the part of the contractor the Engineer-in-Charge shall have the right to deduct from any moneys due to the Contractor his security deposit or recover from the Contractor personally any sum required or estimated to be recovered for making good the loss or damages suffered by the Board.

**(e):**

It shall be the duty of the Contractor to obtain a licence under the Act for such number of workmen as may be necessary for the completion of the work within the prescribed time and any recommendation regarding the number of workmen made by the Engineer-in-Charge shall not absolve the Contractor from his responsibility in completing the work within the prescribed time.

**(f):** The contractor shall also observe the following conditions:

- i) No female labour shall be employed within the limits of cantonment
- ii) No labour below the age of 12 years shall be employed.
- iii) The Contractor shall pay not less than minimum wage to labourers engaged by him on the work.

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## **EXPLANATION:**

“Minimum Wage” means whether for time or piece work notified by the Ministry of Labour Employment and Rehabilitation (Replacement of labour and Employment). New Delhi as made applicable for works under this organization and the minimum wage act and where such wages have not been so notified the wages prescribed by the Central Public Works Department for the District in which the work is done or such rates as would be notified by the Board from time to time.

- iv) The Contractor shall notwithstanding the provision of any contract to the contrary, cause to be paid minimum wage to labourers indirectly engaged on the above work including any labour engaged by his sub – contractors in connection with the said works as if the labourers had been immediately employed by him.
- v) Vis-à-vis the Board, the Contractor shall be primarily liable for all payments to be made under area for the observance of the Act Rules and Regulations aforesaid without prejudice in his right to claim indemnity from his Sub-contractor.

The Contractor shall at his own expenses provide or arrange for the provision of foot-wear for any labour doing cement mixing work (The Contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to cost thereof from the Contractor.

- vi) The Contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-charge, as true statement showing respect of the second half of the proceeding month and first of the current month respectively (1) the number of labourers employed by him on the work (2) their working hours, (3) the wages paid to them, (4) the accidents that occurred using the said fortnight showing the circumstances under by them and (5) the number of female workers who have been allowed maternity benefit according to Clause-19-C and the amount paid to them failing which the Contractor shall be liable to pay to the Board, sum not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the Contractor the amount levied as fine.

## **Clause – 19 (C):**

Maternity benefit rules for female workers employed by Contractors, leave and pay during leave shall be regulated as follows:

1. **LEAVE:** i) In case of delivery, maternity leave not exceeding 3 weeks, 4 weeks up to and including the day of delivery and 4 weeks, following that day.  
ii) In case of miscarriage up to 3 weeks from the date of miscarriage.
2. **PAY:** In case of delivery, leave pay during maternity leave will be at the rate of the Women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately proceedings the date on which gives notice that the expects to be confined or at the rate of 75 paise a day whichever is greater.

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ii) In case of miscarriage, leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately proceeding the date of such miscarriage.

### **3. CONDITIONS FOR THE GRANT OF MATERNITY LEAVE:**

No maternity leave benefit shall be admissible to a women unless she has been employed for a total period not less than 6 months.

#### **Clause – 20 Work on Sundays work not to be sublet contract may be rescinded and security deposit for sub-letting bribing of the contractor become insolvent.**

Act, Rules and Regulations aforesaid shall be deemed to be apart of this contract and any breach thereof shall be deemed to be a break of this contract.

#### **Clause – 21:**

The Contract shall not be assigned or subject without the written approval of the Engineer-in-charge, and if the Contractor shall assign or sublet this contract or attempt so to do, or becomes insolvent or commence any insolvency proceedings or make any composite or with this creditors or attempt so to do or it any bribe, gratuity, gift lead perquisite reward for advantage, precautionary and otherwise shall either directly or indirectly be given promised or offered by the contractor, or any of his servants of agents, to any public office or person in the employ of Board in any way relating to hi office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge 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 Board and the same consequences shall ensure as if the contract had been rescind under Clause –3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contractor.

#### **Clause – 22: Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss changes in constitution of firm works under direction of the C.E. settlement of dispute.**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to the applied to the use of Board without reference to the actual loss or damage sustained and or not any damage shall have been sustained

#### **Clause – 23:**

In the case of a tender by partners any change in continuation of the firm shall be forthwith notified by the Contractor to Engineer-in-Charge for his information.

#### **Clause – 24:**

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

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## **CLAUSE – 25: ARBITRATION CLAUSE:**

Except where otherwise provided in contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions wherein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions of claim, right, matter or thing whatsoever, in any way, arising out of, relating to the contract, designs, drawings specifications or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Chairman or a person appointed by him to act as sole arbitrator on his behalf who is in-charge of the work at the time of dispute or of Visakhapatnam Port Trust at a time of such appointment.

There will be no objection to any such appointment that the arbitrator so appointed in a Visakhapatnam Port Trust servant that he had to deal with the matters to which the contract related and that in the course of his duties as Visakhapatnam Port Trust servant he had expressed views on all or any of the matters in dispute of difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such administrative head as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than person appointed by Chairman of the Visakhapatnam Port Trust as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to the same in any court of law what-so-ever regarding referring of disputes to the arbitration. The arbitration may with the consent of the parties, enlarge, from time to time, the time for making and publishing the award.

### **CLAUSE – 25 (a):**

“Except where otherwise provided for in the event of any dispute of difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrators in the department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of Bureau of Public Enterprises. The Arbitration Act shall not be applicable to the Arbitration under this cause. The award of the Arbitrator shall be binding upon the parties to the dispute provided, however, any party aggrieved by such award may file an appeal against the award of Arbitrator to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India, within the period as recorded by the Arbitrator in the award for implementation and this time limit should be kept in mind while filing an appeal before the Law Secretary. Upon such appeal the disputes shall be decided by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator”.

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#### CLAUSE – 26:

The sole arbitrators appointed shall give an item wise speaking and/or reasons award in respect of each item of claim. Further the sole arbitrator is prohibited from making any order in the award relating to the payment of interest of any amount i.e. either belated or future payable to the contractor (s).

#### CLAUSE – 27:

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this claim.

#### CLAUSE- 28:

The decision of the Engineer/Officer on such issue shall be final, binding and conclusive of the contractor (s) and the department and shall not be called in question before any arbitrator and such a decision shall be subject matter or any arbitration.

#### **CLAUSE- 29:**

Normally the arbitration shall not take place till the completion of contract or the alleged completion or arrangement of work or the determination of the contract. But, however, it is open to the parties to agree otherwise, and it shall also be made a term of the contract in the event of there being on arbitration before the completion of the contractor (s) shall not be entitled to stop the work unless the contractor (s) has abandoned the work or the contract has been cancelled.

#### **CLAUSE – 30 Stores of European manufacture to be obtained from Board.**

The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American Manufacture which may be required for the work or any part thereof or in making up articles, required therefore, or in connection there with 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 Schedule they will be debited at cost price which for the purpose of this contract include the cost of carriage and other expenses, whatever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

#### **CLAUSE – 31: Lump sums in estimates.**

When the estimate on which the tender is made include lump sum in respect of parts 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 contract with regard to pay sum or sums payable to him under the provision of this clause.

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**CLAUSE- 32: Action where no specification.**

In the case of any class of work for which there is no such specifications as in mentioned in Rule-I such work shall be carried out in accordance with the district specification and in the event of there being so strict specification then in such cases the work shall be carried out in all respects in accordance with the instructions and requirement of the Engineer-in-charge.

**CLAUSE- 33: Definition of work.**

The expression "work" where used in these conditions shall unless there be something either in the subject context repugnant to such construction be construed and take 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 CLAUSE:**

The Board means the Trustees of Visakhapatnam Port Trust and its successors.

Works importing the singular number only include the plural number and vice-versa.

**CLAUSE – 34: Care to be taken for underground cables/pipelines.**

Service lines such as electricity cables, fibre optic I.T.cables, water supply lines, sewer and drainage pipes, telecommunication cables etc., are embedded in the port roads, road side berms hard surfaced areas, pavements etc. The fibre optical I.T. cable is very costly and if damaged requires replacement for full length as jointing would be ineffective.

The contractor, therefore, before commencing any excavation shall seek the specific clearance of the route proposed for excavation from the Engineer-in-charge. Notwithstanding 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 lines. In case of any damages caused during excavation or subsequently during progress of the work, the contractor should replace the same forthwith to original design with material procured from manufacturers approved by V.P.T. as required, at his cost, failing which, recovery of cost thereof including cost of down time of the facility as evaluated by the Engineer-in-charge, would be effected from the bill amounts payable to the contractor.

Further, earth work excavation in such areas should not be undertaken with mechanical means such as proclaimer/JCB/Earth mover etc., it should be carried out by the contractor manually taking proper precautions.

**ADDITIONAL CONDITIONS:**

1. **MATERIALS OBTAINED FROM DISMANTLEMENT;**

Contractor in course of their work should understand that all materials (i.e. stone And other materials obtained in the work as dismantling etc., will be considered As Board property and will be disposed off to the best of advantage of the Board.

2. The contractor under take 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 place fixed by the Engineer-in-charge and nothing extra will be paid.

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### **3. INCONVENIENCE TO PUBLIC:**

The contractors shall not deposit materials on any site, which will seriously inconvenience the public. The Engineer-in-charge may require the contractor to remove any materials which are considered by him to be dangerous or inconvenient to the public or cause to be removed at the contractor's cost.

### **4. 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 in the labour camp to the satisfaction of the local public health and Medical authorities. He also make arrangement at his/their own cost for laying of pipe lines for water supply to his/their labour camp from the existing mains whenever Available and shall pay all fees charges and expenses in connection with and incidental thereto.

### **5. PROHIBITION AGAINST THE EMPLOYMENT OF COAL MINES OR CONTROLLED AREA LABOUR:**

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from 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 or labour imported labour by contractor from area from which import is permitted.

Where ceiling price for imported labour has been fixed by provincial or Regional Labour Committee not more than the ceiling price shall be paid to the labour by the Contractor.

The Contractor shall immediately remove any labour, which may be pointed out by the Engineer-in-charge 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 the days, which they worked, shall be final and binding upon all parties to this contract.

### **CONTRACTOR**

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

### **6. CONDITIONS REGARDING WATER SUPPLY ARRANGEMENTS:**

If the water required to execution of work is supplied to the Contractor by Board. It will be subject to the conditions and rates laid down in the local rules or the supply of water in force at the time of the acceptance of the contract. The Contractor shall make his own arrangements for water connections and laying pipelines of sources of supply from existing mains.

### **7. DELAY IN OBTAINING MATERIALS BY THE DEPARTMENT:**

Owing to difficulty in obtaining certain materials in the open market the Board have undertaken to supply materials specified in Schedule 'A' of the tender form at rates stated therein. There may be delay in obtaining the materials by the Department and Contractor is therefore required to keep himself in touch with the day to day position regarding the supply materials from the Engineer-in- Charge and to so adjust the progress of the work that labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should clearly understand that no claim whatsoever should be entertained by the Board on account of delay in supplying materials.

### **8. RETURN OF SURPLUS MATERIALS:**

Notwithstanding any thing contained to the contrary in any or all of the clauses Of this contract where any materials for the execution of the contract or procured with the assistance of Board either by issue from Board stocks or purchase made under orders of permits or license issued by the Board the Contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the permission of the Board and return if required by the Engineer-in-charge all surplus or unserviceable materials that May be left with him after the completion of the contract at its termination of\ any reason whatsoever on being paid or credited such price as the Engineer-in Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the storage charge if any. The decision of the Engineer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to the action or contravention of the terms of the license or permit and or for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of breach

#### **9. EXTENSION OF THE LIMIT FOR COMPLETION OF WORK:**

If the contractor shall desires on extension of the time for completion of the work under Clause-5 of the contract no application for such extension will be entertained if it is not received in sufficient time to allow the Chairman to consider it and the contractor will be responsible for the consequences arising out of the negligence in this respect.

#### **S. No. 10 to 13 Deleted.**

**14.** I/We agree that should I/we fail to commence the work specified in the above memorandum or should I/we deposit the full amount of security deposit specified in above memorandum in accordance with Clause-I (a) of the said conditions contract and an amount equal to the amount of the earnest money mentioned in the form of invitation to tender shall be absolutely forfeited to the Board be recovered out of the deposit in so far at the same may extend in terms of the said bond in the event of deficiency out of any other moneys due to me or otherwise.

#### **15. CONDITIONS RELATING TO THE EXECUTION OF ADDITIONAL WORK:**

No deviation from specifications stipulated in the contract of additional items of works shall be carried out by the contractor unless the rates of the substitute altered or additional items have been approved in writing by the competent authority, failing which Board will not be bound to entertain any claim on this account.

**16.** I am/we are not related to any of the Officers employed by the Central P.W.D. or any officer of the rank of Asst. Secretary above in the Ministry of W.H. & S.

#### **S. No. 17 Deleted.**

**18.** Sales tax or any other tax on materials in respect of this contract shall be payable by the Contractor and Board will not entertain any claim whatsoever in this respect.

**CONTRACTOR**