

VISAKHAPATNAM PORT TRUST  
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT



## **NOTICE INVITING TENDER**

**TENDER No. 81 /2020-21/IM&EE/MOF/FOF/ ET/F.03, Dated 25-08-2021**

**Sub: "Deployment of 06 Nos. of counter operators to run RFID counter at WOB to generate daily / weekly RFID permits for men/vehicle for a period of 02 years – reg."**

CONTRACTOR

CHIEF MECHANICAL ENGINEER

VISAKHAPATNAM PORT TRUST  
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

**VISAKHAPATNAM – 530 035 (A.P.)**  
(Fax No.91-0891-2564787/2565023 E-mail: [info@vizagport.com](mailto:info@vizagport.com))

**NOTICE INVITING TENDERS (NIT)**

1.	ORGANISATION	:	<b>VISAKHAPATNAM PORT TRUST</b>
2.	DEPARTMENT	:	<b>Mechanical &amp; Electrical Engineering Department, VPT, VSP.</b>
3.	NIT NUMBER	:	No. /2020-21/IM&EE/MOF/FOF/ET/F.03 Dt. 08-2021
4.	NAME OF WORK	:	<b>“Deployment of 06 Nos. of counter operators to run RFID counter at WOB to generate daily / weekly RFID permits for men/vehicle for a period of 02 years – reg.”</b>
5.	ESTIMATE AMOUNT PUT TO TENDER	:	<b>Rs.29,53,296/-</b> (Rupees Twenty Nine Lakhs Fifty three thousand Two hundred and ninety six only) (Excluding GST)
6.	PERIOD OF CONTRACT/COMPLETION	:	<b>Two years</b> from date of issue of Work order subject to clearance by VPT.
7.	FORM OF CONTRACT AND CLASS OF CONTRACT	:	Experienced contractors with similar kind of experience in manpower supply.
8.	BID CALL NO.	:	1 <sup>st</sup> Call
9.	TYPE OF QUOTATION	:	Single cover (Technical & Price bid )
10.	TRANSACTION FEE	:	Rs.590/- (Rs.500/- + 90/-(GST)) Payable through RTGS or NEFT to VPT SBI AC No.30387186900 IFSC CODE : SBI0001740 SBI, Port Branch, Visakhapatnam
11.	AVERAGE ANNUAL TURN OVER (During last three Financial years)	:	30% of the estimate contract value.
12.	EMD/BID SECURITY	:	Exempted. Bid Security Declaration should be kept in the Bid Document.
13.	LAST DATE AND TIME FOR RECEIPT OF BIDS	:	<b>01.09.2021 up to 14.00 Hours</b>
14.	BID VALIDITY	:	<b>90 Days</b>
15.	BID OPENING DATE & TIME	:	<b>01.09.2021 at 15.30 Hours</b>
16.	CONTACT DETAILS	:	Supdt. Engineer (E/T) 0891- 2873264, 9948298305 Email: <a href="mailto:cme.vme.vpt@gov.in">cme.vme.vpt@gov.in</a> <a href="mailto:v.madhava67@gmail.com">v.madhava67@gmail.com</a>

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**B.O.Q (WORK SCHEDULE)**

Sl.No.	Description	No. of months	No. of operators	Per month wages Rs.	Total Amount Rs.
01	<p><b>“Deployment of 06 Nos. of counter operators to run RFID counter at WOB to generate daily / weekly RFID permits for men/vehicle for a period of 02 years – reg.”</b></p> <p><b>(per month wage must be inclusive of all statutories - PF, ESI and exclusive of GST)</b></p>	24	06		
	<b>TOTAL AMOUNT (Exclusive of GST)</b>				
	<b>(Rupees in words)</b>				

**NOTE: GST will be paid extra as per the rules in force.**

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**1. PROCEDURE FOR BID SUBMISSION:**

- a. Bids shall be submitted in single cover ( Technical & Price bids )
- b. The bidders, who are desirous of participating shall submit their bids in sealed covers addressed to:**

Sealed Quotations are to be addressed to:

The Superintendent Engineer (Electronics),  
Mech. & Electrical Engg. Dept.,  
2<sup>nd</sup> Floor, Room No.204, AOB,  
Visakhapatnam Port Trust,  
VISAKHAPATNAM-530035.  
Phone: 0891-2873264 / 99482 98305

- c. **The Bidders those who are claiming EMD exemption as per Ministry of Finance Guidelines dt.12.11.2020 are advised to submit “Bid Security Declaration” towards EMD and the same should reach this office on or before opening of technical bid failing which the bid shall be summarily rejected. The above Ministry of Guidelines will be applicable till 31.12.2021.**
- d. Transaction fees only through RTGS/ NEFT/Bank Transfer etc.
- e. **The copy of the transaction details with the details of UTR No. in respect of transaction fee are to be submitted by the bidders to the Tender Inviting Authority, so as to reach on or before the date of opening of technical bid. Failure to furnish the “the copy of the transaction details with the details of UTR No. of transaction fee.” on or before the date of opening of Technical bid will lead to summary rejection of the Bid. The VPT shall not hold any risk on account of postal delay.** Similarly, if any of the certificates, documents etc., furnished by the tenderer are found to be false / fabricated / bogus, the successful bidder will be suspended from participating in tenders for a period of three years.
- f. VPT will not hold any risk and responsibility for non-visibility of the documents.

2) Even though the tenderers meet the qualifying criteria, they are liable to be disqualified /debarred / suspended / blacklisted, if they have furnished false / fabricated particulars in the forms, statements and / annexure submitted in proof of the qualification requirements and/or not turned up for entering into agreement when called upon.

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Record of poor percentage such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or participated in the previous bidding for the same work and had quoted unreasonably high tender rates and / or even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience.

3) A tenderer / Bidder submitting a Tender or Bid which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall rate should be based on the controlled prices for the materials, if any, fixed by the VPT or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

4) One Tender per Tenderer: Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause disqualification of all the Tenders submitted by the Tenderer.

5) Last date / time for Submission of the Tenders: Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received / opened on the next working day.

6) Tender Opening and Evaluation:

The tenderers or their authorized representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.

The technical bid containing qualification requirements will be evaluated by the tender committee and the minutes are recorded which will be signed by the tender committee.

7) Evaluation and Comparison of Price Bids:

The Tender Committee will evaluate and compare the price bids of all the qualified Tenderers based on the combined L<sub>1</sub> (Lowest) rate.

8) Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the awarding of the work to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.

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9) Tenders will be finalized by the Chief Mechanical Engineer/Dy.Chief Mechanical Engineer / VPT according to the delegation of powers vested with them.

10) If any amendment or addendum will be issued before opening of the tenders and the same may be looked in the VPT website and any further clarification can also be obtained from CME's Office / VPT

PRE-QUALIFICATION CRITERIA:

1. Firm should have Proof of experience in execution of "similar works" having successfully completed in Govt. Depts./Ports/PSUs/Pvt. Enterprises during last 7 years ending last day of the month previous to the one in which application invited should be any one of the followings:

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost Or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost Or

One similar completed work costing not less than the 80% of the estimated cost.

Note: Similar work means "**Providing of skilled / semi-skilled manpower services**" successfully executed in Ports /PSUs/ Projects or in any Government organisations. Copies of the work orders for the same indicating name of the work, contract no. & date, value of the work, Name of the organization etc. along with completion/ performance certificates are to be submitted duly notarizing all the documents towards proof.

2.Firm has to submit a copy of valid GST registration Certificate

3.Firm has to submit a copy of the Income Tax permanent Account Number

4.Firm should be having established office along with skilled/semi-skilled manpower in connection with service for quick delivery of service in AP or Telangana.

5.Firm has to submit Annual Financial turnover duly certified by a Chartered Accountant for the last 3 years, ending 31st March of the previous financial year. Average Annual financial turnover of the firm during the above period should be at least 30% of the estimated cost put to tender.

6.The tenderers have to give an undertaking duly stating that they have submitted genuine documents in support of their credentials and VPT is at liberty to take any action, if documents are found to be not genuine even during the execution period of the work.

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7. Black listed/ Suspended firms /existing contractors of VPT whose services are not satisfactory are not eligible. The bidder should submit self-declaration that there are no adverse remarks regarding performance in their earlier contract/assignments.

8. The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

9. The bidder shall give an undertaking that they does not have any relationship (direct/indirect) either personal or commercial with any of the existing Trustees of Visakhapatnam Port Trust.

10. Firm should submit EPF licence in connection with supply of manpower services.

11. Firm should submit ESI licence in connection with supply of manpower services.

12. Firm should submit valid Contract Labour licence with regard to supply of manpower (skilled/semi-skilled) duly obtained from Govt. of AP/Telangana/Cenral Government under applicable Contract Labour Act.

Right of issue of Tender is reserved.

### **CONDITIONS OF THE TENDER**

Invitation to Tender: **“Deployment of 06 Nos. of counter operators to run RFID counter at WOB to generate daily / weekly RFID permits for men/vehicle for a period of 02 years – reg.”**

1. Earnest Money Deposit: **Exempted**

2. Performance cum Security Deposit:

The Contractor is required to submit Bank Guarantee of 3% of the Contract value towards PG/SD in VPT Pro-forma within 30 days from the date of issue of LOI/W.O with validity covering the contract period and also with additional claim period of 03 months, failing which 1.5% of the contract value will be recovered from the account bills in one lump sum and the remaining 1.5% will be recovered from running account bills as per the Ministry of Guidelines dated 12.11.2020. The amount recovered towards PG/SD will be released to the contractor on successful completion of the contract period.

**NOTE:** As per Ministry’s Guidelines regarding Bid Security / Earnest Money Deposit/ Performance Guaranty/ Security Deposit instructions will be applicable for all the tenders till 31.12.2021. If any new guidelines are issued, by the Government of India. They will be followed strictly and applicable to all the existing tenderers /

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bidders / tenders of VISAKHAPATNAM PORT TRUST. **Bidder should submit “Bid Security Declaration” accepting that if they withdraw or modify their bids during the period of validity etc. they will be suspended from business with VPT for a period of three (03) years apart from blacklisting the firm.**

3. Rejection of Tender: Tenders which do not fulfill all or any of the above conditions or incomplete in any respect, are liable for summary rejection.

4. Canvassing: Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractor, who resorts to canvassing, will be liable for rejection.

5. Percentage of Rates & Price Variation: The Contractor should not introduce percentage rates above/ below the estimate rates in the items rates. Such tenders will be rejected. Also, the tenderers should not include any price variation clause.

Percentage Rates:

(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 rate, 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.

When 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.

6. Uncalled for Remarks/Rejection: The tenders containing uncalled for remarks or any additional conditions are liable to be summarily rejected.

7. Acceptance of Tender: The acceptance of a tender will rest with the Chairman, Visakhapatnam Port Trust, who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received, without the assignment of any reason. Any tender, which does not fulfill all the prescribed conditions, will be rejected.

8. Retired Government Personnel Competency as a Contractor: 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

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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. In such cases, Contract is liable for cancellation.

9. Declaration of Relationship: The contractor has to give a certificate that he is not related to any officer of Visakhapatnam Port Trust or any officer of the rank of Assistant Secretary or above in the Ministry of Shipping, Government of India. The contractor should give a declaration along with his tender about the name of relatives, who are employed as Non-Gazetted officers in this Port Trust.

10. Acquaintance of Work: The tenderers should acquaint themselves with the present status of work and working conditions of the site and locality and no claim will be entertained on this issue.

11. Price Quoting: Contractors should quote their rates only in decimal coinage in paisas.

12. Validity: The tender prices should be kept valid for 90 days from the date of opening of tenders and the tenderer cannot amend, alter, revoke his tender in any way during this period if he does so, the EMD paid by him shall be forfeited without any notice.

13. Sales Tax Condition: Sales Tax or any other taxes, royalty or any other escalation in prices etc. on materials purchased or on materials quarried and sales tax, if leviable, on the works contract in question, should be borne by the firm or the contractor alone and the Port Trust Board has nothing to do with the same. The rates quoted shall be firm and not subject to variation due to amendment of the tax laws or otherwise by the Central/State Governments or any local authority etc.

GST Condition:

- a) According to GST every firm/dealer is liable to be registered whose turnover exceeds Rs. 20 Lakhs for supply of goods/service/executing any works contract. Accordingly GSTIN is to be provided for participation in Tender and to award the Contract.
- b) Bidder/Firm should quote the rate to be quoted should be exclusive of GST Component and payment will be made against "Tax Invoice" as prescribed under GST Act/rules.

Therefore Supplier/Contractor is required to remit GST as per the Tax Invoice and file the details in GSTRI on or before 10<sup>th</sup> of subsequent month to enable VPT to claim input tax credit otherwise the said tax invoice will be kept pending for payment.

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The Contractor shall submit the documentary evidence to show that he is registered with GST Authorities under Unless and until the Contractor to whom the work is awarded, produces the GST Registration, no amount will be released to the Contractor or to the firm.

14. Format and signing of tenders: The Tender shall be prepared, signed and submitted by the firm/corporation/company in whose name the tender documents are issued. The Tender shall be typed or written in indelible ink and all pages of the tender shall be signed by the Tenderer. The Tenderer shall submit the complete tender without alterations, interlineations, or erasures, except those to accord instruction issued by the Employer or as may be necessary to correct errors made by the Tenderer. All such cancellations, alterations or amendments shall be countersigned by person or persons signing the tender.

Tenderers are to submit genuine documents in support of their credentials. If any forged/ fake documents are submitted by the tenders, their business dealings with VPT will be banned.

15. The Contractors/ firms while quoting tender shall note that no post tender negotiations will be held with the L1 tenderers except in exceptional cases, whenever it is necessary

16. The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

17. The bidders shall disclose any payments made or proposed to be made to any intermediaries (Agents etc.) in connection with the bid.

18. C.M.E. at his discretion has right to issue Work Order as a whole or part of the work, whichever is deemed fit.

19. C.M.E. at his discretion has right to cancel the work even during the execution of the work, if the documents submitted by the firm are not genuine.

20. The Contractors / firms are to pay the salaries to the staff engaged for this work as per the ALC rates amended from time to time.

21. COMPLIANCE WITH ESI AND EPF ACT:

The contractor should adhere the Employees State Insurance Act 1948 (34 of 1948).

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- i) If the contractor is likely to employ more than 20 employees, the contractor should have obtained ESI code. Further the contractor should submit the ESI code number and confirm the payments made by them.
- ii) If the contractor employs less than 20 employees, the contractor should give the list of employees to be deployed by them. The said contractor should have to pay them employer and employee contribution to ESI in the code of VPT otherwise payment to contractors will be withheld. If the contractors failed to comply with the above directions, the principle employer i.e., PORT TRUST will recover the amount from the contractors bill and make payment to ESI.
- iii) The contractor should adhere the employee provident fund act.

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

Signature of Bidder Before submission of the Tender

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

SIGNATURE OF THE BIDDER

BEFORE

Witness:

Address:

Signature of Witness to

Bidder's Signature:

Occupation:

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

Dated the \_\_\_\_\_

Day of \_\_\_\_\_

Signature of the Officer by whom accepted

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

Signature of Witness

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

Signature of Witness:

Seal

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Tender for: **“Deployment of 06 Nos. of counter operators to run RFID counter at WOB to generate daily / weekly RFID permits for men/vehicle for a period of 02 years – reg.”**

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

MEMORANDUM

GENERAL DESCRIPTION

Name of the work: **“Deployment of 06 Nos. of counter operators to run RFID counter at WOB to generate daily / weekly RFID permits for men/vehicle for a period of 02 years – reg.”**

- A) Earnest Money Deposit : Exempted
- B) Security Deposit : 3% of the contract value in Cash including earnest money or Bank Guarantee from Scheduled/ Nationalized bank in VPT proforma.
- C) Work Completion period : TWO Years from date of issue of Work order subject to site clearance by VPT.

**NOTE:** As per Ministry’s Guidelines regarding Bid Security / Earnest Money Deposit/ PG/SD instructions will be applicable for all the tenders till 31.12.2021 further guidelines are issued by the Government of India they will be followed strictly and will be applicable to all the existing tenderers / bidders TRUST. **Bidder should submit “Bid Security Declaration” accepting that if they withdraw or modify their bids during the period of validity etc. they will be suspended from business with VPT for a period of three (03) years apart from blacklisting the firm.**

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CONTRACT CONDITIONS:

EXECUTION OF WORK: The works shall be executed with skilled workmen, under the supervision of qualified supervisors. During the execution period, the Contractor should produce such evidence of qualifications of his workmen/supervisors on demand by the Engineer-in-Charge.

INSPECTION OF SITE BY CONTRACTOR: The contractor is advised to inspect the proposed site before submitting his tender.

ESCALATION OF RATES: Every effort will be made to handover the site to the contractor as soon as the work order is given. In case the entire site is not handed over to the contractor, he should programme his work in such a way, so as not to hamper the progress in any way. No claim for escalation of rates quoted due to any delay in handing over the site will be entertained.

CLARIFICATION: The decision of Engineer-In-Charge is final in case of any technical clarifications.

QUANTITIES: The quantities indicated in the Tender Schedule are tentative and may vary according to the prevailing site conditions.

AWARDING OF WORK: The entire work may be awarded in full or in part, at the discretion of the Engineer-In-Charge.

SECURITY ARRANGEMENTS: The contractor should make his own security arrangements till the work is handed over to the department.

SAFETY MEASURES: The contractor is responsible for taking precautionary measures for the safety of lives of men 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.

Firm should ensure safety and security of the employees deployed and to comply with QMS, EMS, OHSAS and ISPS norms of VPT.

PAYMENT TERMS: 100% of monthly / quarterly bills as per work order schedule at actuals will be paid duly certified by Engineer i/c on submission of the following:

- (a) Invoice in quadruplicate along with certified copies of photos, IT Return acknowledgement for immediate past 02 years, duly certified by Engineer i/c.
- (b) Proof of Wage reimbursement through Bank against each employee.
- (c) Proof of Statutory i.e., ESI, PF paid against each employee.

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**Scope of Work & Installation:**

1. Engaged worker should have passed 10+2 / Diploma in Computers Application.
2. Age limit 21 years & above & male employee .
3. Only Male employees as they have to attend shift duties and night duties also.
4. 06 Nos. of Data entry operator shall be posted by Engineer i/c to work at various counter of RFID as per administrative requirement.
5. Shift timing is 08 hours per day (daily 03 shifts).
6. VPT will provide training to operator with regard to handling of RFID application in the counters.
7. Operators shall report to duty on time and intimate supervisor. Operators shall maintain good house keeping and equipment in orderly manner.

**DEPLOYMENT OF MAN POWER:** The following manpower shall be deployed to carryout effective maintenance:

Sl. No	Designation	1 <sup>st</sup> Shift	02 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift
1	RFID- counter operator-SHIFTS	06.00 AM to 02.00 PM	02.00 PM to 10.00 PM	10.00 PM to 06.00 AM
2	RFID counter operators- Gen.Shift	Daily 08.00 AM to 05.00 PM		

**ABSENT TO DUTY:**

1. In case of any absent by employee for whatever reasons, the firm should provide substitute duly informing engineer i/c or supervisor. No extra overtime shall be paid against substitute.
2. Failing to provide substitute, VPT will recover respective daily wage for absent period and a penalty of Rs.500/- per day shall be levied.
3. If the absent period is more than 01 week, performance will be viewed as "Poor" and action will be taken to pre-close the work contract.

In case of performance is not satisfactory during contract, VPT has the right to pre-close the contract without assigning any reasons by issuing a showcause notice.

Non-compliance to statutory requirement such as failure to pay taxes, PF, ESI to the Government for the subject work, works contract will be terminated by issuing a showcause notice to firm.

**NON-PAYMENT FOR INCREASED RATES:** No claim for any increase in rates will be entertained by the department.

**Recovery/Reimbursement of taxes:** Taxes if any will be recovered or reimbursed from the Firm/contractor bills as per extant rules. The successful tenderer has to submit the GST Registration Certificate after receipt of Work Order. Tax details should be produced in invoice by the bidder with documentary evidence.

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INSPECTION OF WORKS: The EXE (E/T) / SE(E/T) or his authorized representative shall have the right to inspect the work during the contract period.

INCOME TAX: Income Tax will be recovered from the Contractor's bills as per extant rules.

**GST TAX CONDITION**

- a) According to GST every firm/dealer is liable to be registered whose turnover exceeds Rs.20 Lakhs for supply of good/service/executing any works contract. Accordingly GST in is to be provided for participation in Tender and to award the contract.
- b) As the rates quoted by the supplier are exclusive of GST component, the tender documents are to be amended to give effect that that rate quoted should be exclusive of GST and GST as applicable shall be extra.
- c) The supplier shall have to provide HSN code/SAC code and the responsibility of applying the correct rate of Tax in GST regime shall be on the supplier. The supplier is not entitled for any other taxes/cesses with are subsumed in GST except for applicable GST mentioned in the TAX INVOICE.
- d).The existing terms and conditions in the tender documents for central excise duty, VAT AND TDS on works contracts, Service tax, control, Entry tax etc., which are subsumed in GST are no more applicable in the present GST and the necessary amendments has to be carried out in the fresh tenders.
- e) Supplier is to submit Tax INVOICE (for Taxable supplies) as per the governing provisions of GST law and all the particulars which are mandatorily required to be mentioned in TAX INVOICE. The amount of GST claimed in the TAX INVOICE shall be final and any future claim by the supplier shall not be entertained by VPT under any circumstances.
- f) In case of further change in the tax structure till the date of completion of work or in case any error is noticed in the calculation of amount payable/recoverable the same shall be paid by VPT or else recovered from the bills or security deposits or any other amounts payable to the supplier.
- g) In case the value charged/tax charged in the tax invoice is found to be less than the taxable value or tax payable in respect of such supply, the same shall not be entertained by VPT unless the supplier who has supplied such goods or services or both shall issue to the VPT a debit note / Supplementary invoice containing such particulars as may be prescribed.

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I) It is also to be mentioned that the supplier of good/services/composite supplies/works contractor has to mandatorily remit the GST collected from VPT to the government. In case of any non-payment of GST by such supplier of goods/services/composite supplies/works contractor which has the adverse effect on the Input tax credit availed by VPT if any, such amount together with interest shall be recovered from the bills/tax invoices/any amounts payable to the supplier.

J) It is to be kept in mind that the previous tax viz., tax deduction at source for Works contracts under APVAT are not to be deducted under this GST regime and necessary amendments may be carried out in this regard in the fresh tenders.

K) As the VAT has subsumed in the GST, No TDS is required to be deducted and remitted as per prevailing practice of VPT pursuant to GO No.37 dated 30-01-2016 of Government of Andhra Pradesh. However, it is also relevant to mention that VPT is liable to deduct us as per Section 51 of CGST Act. However, at present the TDS provisions as per GST law are deferred up to 31-03-2018. Accordingly a clause may be incorporated stating that TDS is applicable as per the provisions of Section 51 of CGST Act,2017 will be recovered from the date notified by VPT at the applicable rates.

L) The components viz Labor cess, TDS as per Income Tax Act 2017, Seignorage fee etc. viz Taxes/cessess which is not subsumed in GST shall be applicable as it is and there is and there is no change in such recovery procedure and the same has to be continued.

M) **In terms of clear provisions under Section 171.(1)** of CGST Act, the supplier shall have to pass on the benefit in the form of reduction in prices in case there is any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit. Accordingly a clause to this effect may be incorporated in the fresh tender documents. Separate declaration is attached herewith. Section extract is reproduced hereunder.

**171.(1) Any reduction in rate of tax on any supply of good or servicers or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.**

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**DECLARATION**  
**Table 1: Anti-Profiteering**

**Section 171(1) CGST Act 2017**

Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient (VPT) by way of commensurate reduction in prices.

Sr	Item Description	Discount on account of anti-profiteering clause	Remarks-whether owing to reduction in tax rates, or owing to accrual of additional input tax credits.

**Table 2: GST Detail**

S.No.	Item Description	HSN/SAC code (as applicable)	Erstwhile Tax Rates (Excise Duty, Service Tax, VAT/CST) including entry tax and any other tax subsumed in GST	Applicable GST/IGST/CGST-SGST/UTGST	Applicable GST %

**Availing of Input Tax Credit**

Vendor (supplier of goods/service provider) to note and ensure timely receipt of good and tax invoices to VPT as per GST Law.

Benefit on account of Input Tax credit (ITC) shall be passed on to VPT (Yes/No) ---

Signature of Authorized Signatory:  
Name of Supplier/ Service provider:  
Seal

**VPT statutory requirements**

The contractor shall comply with the provisions of all the Acts, Laws, any Regulation or Bye-Laws of any Local or other Statutory Authority applicable in relation to the execution of the subject works, such as but not limited to:

- (i) Payment of Wages Act, 1936 (Amended),

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- (ii) Minimum Wages Act, 1948 (Amended),
- (iii) The Contractor Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended,
- (iv) Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976,
- (v) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account,
- (vi) Motor Vehicle Act, 1988 & Motor Vehicle Rules –1989 as amended up to 2007,
- (vii) Electricity Act, 2010 with upto date amendments from time-to-time.

Legal Requirements / Acts: The contractor should comply with the following legal requirements / Acts (Wherever applicable)

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

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