

# **VISAKHAPATNAM PORT TRUST**

**ADMINISTRATIVE OFFICE BUILDING,**

**VISAKHAPATNAM, A.P, INDIA 530035**

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**Website: [www.vizagport.com](http://www.vizagport.com)**

**Tender for “ Rendering Consultancy Services for proposed AC Auditorium at SG Puram”**

**Tender No. IENG/CP/SE-V /T/122, Dt. 18 -03-2015**

**CHIEF ENGINEER’S OFFICE  
ENGINEERING DEPARTMENT  
VISAKHAPATNAM PORT TRUST**

**VISAKHAPATNAM PORT TRUST  
CIVIL ENGINEERING DEPARTMENT  
NOTICE INVITING TENDERS (NIT)**

Sealed tenders are invited on behalf of Board of trustees of VPT in the prescribed form in two cover system comprising of a “Technical bid” and a “Price bid” from the bidders for “**Rendering Consultancy Services for “ Proposed AC Auditorium at SG Puram”**”. The consultants should be submitted in accordance with the Instructions to bidder, Conditions of Contract and Special Conditions etc., as enumerated in the tender documents.

1	ORGANISATION	VISAKHAPATNAM PORT TRUST
2	DEPARTMENT	CIVIL ENGINEERING DEPARTMENT CHIEF ENGINEER-VPT, VSP-530035
3	NIT NUMBER	IENG/CP/SE-V/T/ 122, Dt.18 -03-2015
4	NAME OF WORK	<b>Rendering Consultancy Services for “Proposed AC Auditorium at SG Puram”</b>
5	PERIOD OF COMPLETION (Total Duration):	<b>18 (eighteen) months</b>
6	FORM OF CONTRACT AND CLASS OF CONTRACT	Firms having experience /expertise in rendering consultancy services viz., planning, designing, preparing estimates, assistance during tendering process.. <u>supervision for the work</u>
7	BIDDING TYPE	<b>Two cover system-</b> From eligible Firms/Individuals fulfilling the eligibility criteria. 1 <sup>st</sup> cover technical bid, 2 <sup>nd</sup> cover price bid
8	BID CALL NO.	3 <sup>rd</sup> Call
9	TYPE OF TENDER	lumpsum
10	TRANSACTION FEE PAYABLE TO F.A.& C.A.O,-VPT., PAYABLE AT VISAKHAPATNAM	<b>Rs.500/-</b>
11	SOLVENCY	<b>Rs.10.00 Lakhs</b>
12	AVERAGE ANNUAL TURNOVER DURING LAST THREE FINANCIAL YEARS	Rs 15 Lakhs
13	EMD/BID SECURITY	<b>1,00,000/-</b>
14	EMD/BID SECURITY DD PAYABLE TO	F.A&C.A.O/VPT., PAYABLE AT VISAKHAPATNAM.
15	BID DOCUMENT DOWNLOADING/ISSUE START DATE	<b>18.03.2015 from 12.00 Hours</b>
16	BID DOCUMENT DOWNLOADING/ISSUE END DATE & TIME	<b>06.04.2015 up to 13.00 hrs</b>
17	PRE BID MEETING	<b>26 .03.2015 at 15:00 hrs in Conference Hall, 3<sup>rd</sup>Floor,AOB,VPT</b>
18	LAST DATE AND TIME FOR RECEIPT OF BIDS	<b>06.04.2015 up to 14.00 hrs</b>
19	BID VALIDITY	<b>120 days</b>
20	TECHNICAL BID OPENING DATE & TIME	<b>08.04.2015 after 15.00 hrs</b>
21	OFFICER INVITING BIDS	CHIEF ENGINEER, VPT, VSP
22	BID OPENING AUTHORITY	Chief Engineer, VPT, VSP
23	ADDRESS	O/o Chief Engineer, 3 floor, C.E.'s Department, VPT, VISAKHAPATNAM (Dist) A.P, India 530035
24	CONTACT DETAILS	0891-2873314, 0891-2873352 0891-2873319, 0891-2873318 <b>Fax:91-891-2565023</b>

## 1. **GENERAL INFORMATION :**

- 1.1 The Tender Document shall be available at the CP division of VPT, CE Dept, room no.327 and can also be downloaded from the VPT Website (vpttenders.gov.in).
- 1.2 Consultants should send a “**Letter of Authorization**” with attested specimen signature of their representatives who are deputed by them to be present at the time of opening of the tenders.
- 1.3 The tenders in the prescribed format along with necessary enclosures should be submitted at the designated address only.
- 1.4 All consultants are advised to visit the site before submitting their offers, in order to make themselves fully aware of the site conditions. VPT will not be responsible for any cost or expenses incurred by the tenders in connection with preparation or deleting of the tenders, including costs and expenses related to visit to the sites.
- 1.5 Tender documents are not transferable. Consultants must obtain the tender documents in their own name and submit their tender directly.

## 2. **ELIGIBILITY CRITERIA**

2.1(a) The consultant who wishes to participate shall submit the tender documents shall meet the following criteria (i) Details of average annual turnover shall not be less than Rs. 15 Lakhs during the last 3 (three) years ending 31st March of the previous financial year, duly certified by the Chartered Accountant. (ii) proof of experience in similar nature of works i.e., experience having successfully completed works during last 7 years ending last day of month previous to the one in which applications are invited should be 3 (three) completed consultancy works each cost not less than Rs.19 lakhs of value or 2 (Two) completed consultancy works each cost not less than Rs.24 lakhs of value or 1 (One) completed consultancy work not less than Rs.39 lakhs of value supported by certificates.

Rendering Consultancy services Viz., planning, preparing detailed estimate, preparation of detailed drawings which includes working drawings, supervision of construction work at site related to the consultancy works

2.1(b) The consultant participating in the subject consultancy work shall have carried out and completed services as mentioned at 2.1(a) for at least one AC auditorium /AC function hall / AC theatre and such similar facility.

2.1(c) The Consultant/firm shall have a team of Key Personnel such as Team Leader/Senior Architect, Design Engineer, Construction Engineer, Material/QA/QC Engineer and Mechanical/Electrical Engineer and the experience and qualification mentioned at conditions No.12 of special conditions.

- 2.2 The invitation of Bids is open to all eligible consultants meeting the eligibility criteria.

NOTE: The right of issue of tender is reserved.

- a) Tender shall be submitted in two cover system wherein the tenderer shall submit two sealed covers each super scribed as (a) Technical Bid (b) Price Bid. (c) EMD DD (d) Transaction fee DD.

. If any amendment or addendum will be issued before opening of the tenders and the same may be looked in the VPT Web site (<http://vpttenders.gov.in>) and any further Clarifications can also obtain from CE's office VPT.

**CHIEF ENGINEER**

Copy to: SE -IV - along with complete bid document in Soft copy form to display in the V.P.T. Web site on 18 -03-2015 and kept up to 06 -04-2015 to 13.00 Hrs

Copy to: FA&CAO/ Nodal Officer, IT / C.V.O. -for information.

Copy to: I and PRO for information and arrange to publish in Newspapers before 18.03.2015.

Copy to: Dy. Director (EDP) for information

Copy to: Notice Board / A.S. to arrange display the tender notice on the notice board.

Copy to: S.E-III/Sr.A.E.M / A.E (Estate) for information and necessary action..

Copy to: SE -VI - 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, StationRoad, Visakhapatnam

Copy to: The Chief Engineer, DGNP, Pipeline Junction Visakhapatnam

Copy to: The Chief Engineer, NAVY, Station Road, Marripalem, Visakhapatnam with a request

Copy to: The Supdt. Engineer, CPWD, Marripalem, Visakhapatnam

Copy to: The Supdt. Engineer, R&B, Madhavadara, Visakhapatnam

Copy to: The Supdt. Engineer, Public Health,(GVMC) Visakhapatnam

Copy to: The Chief Engineer, GVMC, Visakhapatnam

Copy to: The Chief Engineer, VUDA, Siripuram, Visakhapatnam

Copy to: The Divl. Rly. Manager(Engg.), Dondaparthi, ECO(Rly) Visakhapatnam

Copy to: The Chief Engineer, M/s.R.I.N.L, SteelPlant, Ukkunagaram, Visakhapatnam.

Copy to: The Chief Engineer, M/s.N.T.P.C., Parawada Visakhapatnam.

Copy to: The Chief Engineer, M/s.N.H.A.I., Marripalem, Visakhapatnam

For information  
to arrange  
wide publicity

VISAKHAPATNAM PORTTRUST  
ENGINEERING DEPARTMENT

NOTICE INVITING TENDER

DIVISION: SE-V

Sealed tenders in two cover system are invited for the work “**Rendering Consultancy services for Proposed AC Auditorium at SG Puram**”.

1. Tender shall be submitted in two cover system where in the bidder shall submit two sealed covers each super scribed as (a) Technical Bid (b) Price Bid. (c) EMD DD (d) Transaction fee DD
2. Technical Bid shall be opened first and price bids of only those consultants who qualify in technical bid shall be considered.
3. Contract Documents consisting of work to be done and the set of CONDITIONS OF CONTRACT enclosed.
4. Tender documents and other details can be had from the office of the Chief Engineer, CP Division, during working hours in the period mentioned in NIT. Tender document will also be available in our website <http://vpttenders.gov.in> which can be downloaded for submission. Downloaded documents are to be printed on single side in a clearly readable form in A4 size sheet for submission. A sum of Rs. 500/- shall be paid to FA & CAO/VPT towards transaction fee.
5. The time allowed for completion of the work will be mentioned therein
6. The successful consultant whose tender is accepted will be required to furnish security for the due fulfillment of this contract consisting of a percentage deduction from the Running Bills payment to be made on account to the consultant. The Earnest Money will be treated as part of the security of work done.
7. The acceptance of tender will rest with the Chief Engineer, Visakhapatnam Port Trust which does not bind itself to accept lowest tender and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition are not fulfilled will be rejected.
8. Tenders which do not fulfill all or any of the above conditions and or incomplete in any respect are liable to summary rejection and tenders containing uncalled for Remarks or any additional conditions are also liable for summary rejection.
9. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the consultants, who resort to canvassing will be liable to rejection.
10. The consultant will have to give a certificate that he is not related to any officer of Visakhapatnam Port Trust or any Officer in the rank of under Secretary or above in the Ministry of Shipping, Government of India. The consultant should give a declaration along with his tender about the name of the relations who are employed as Non-Gazetted Officer in Port Trust.

CONSULTANT

11. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of Government of India is allowed to work as a consultant for a period of 2 years of his retirement from Government of India. This 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 has 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.
12. The consultant shall produce a licence in the prescribed form from Asst. Labour Commissioner (Central), within 15 days from the date of work order and on his failure to do so the contract is liable to be terminated and the Earnest Money Deposit or Security Deposit whichever is to his credit shall be forfeited and the Contract shall have no claim whatsoever on this account.
13. The Tender submitted by the consultant should be valid for a minimum period of 120 days from the date of opening of tender and the bidder cannot amend, alter or revoke his tender in any way during this period, and if he does so, the E.M.D. paid by him shall be forfeited without any notice.
14. The successful consultant (s) shall execute an agreement with Visakhapatnam Port Trust Board on a Non-judicial stamp paper worth of Rs 100/- in the prescribed form.
15. The consultant should acquaint themselves with the work and working conditions of the site and locality and no claim will be entertained on this issue and the decision of Chief Engineer is final and cannot be questioned.
16. a) According to Sec.17 of AP VAT Act, every dealer is liable to be registered as VAT dealer for executing any works contract exceeding Rs.5, 00,000/- for the Government or local authority. Also the consultant who is a dealer as per AP VAT, should have registration i.e., TIN under AP VAT Act. In the absence of TIN under AP VAT Act, the Government Department/Undertaking shall not award any contract to any person. However, submission of TIN under AP VAT Registration is not compulsory for participation in tender.  
 (b) Under the building and other construction workers (Regulation of employment and conditions of service) Act, and Andhra Pradesh Rules, 1999 and Cess Act, 1996 and Rules, 1998 made there under " the Cess on works contract will be deducted at 1% from on account bills of the contractors, where, more than 10 (Ten), Building and construction workers are engaged".
17. The consultant should read the specifications and study the special conditions etc., carefully before submitting the tender.
18. The consultant should make the own arrangement to furnish original B.G to the Organization directly by the issuing of B.G submitted towards E.M.D
19. The consultants who wishes to submit B.G towards E.M.D should submit original B.G along with their tender and the consultant should ensure that the branch issuing authority should sent an unstamped duplicate copy of the guarantee directly to the beneficiary by register post with Acknowledgement due before opening price bids with a covering letter requesting them to compare with the original received from their customer and confirm that it is in order, in case of a single cover system, the consultant who wished to submit B.G towards E.M.D should submit original B.G along with the tender and the confirmation by the banker in support of the issue of bank guarantee is to be received before acceptance of the tender by the tender committee.

CONSULTANT

20. The consultant /Firms while quoting tender shall note that, no post tender negotiations will be held with the L-1 bidder, except in exceptional cases, wherever it is found necessary.
21. In the event that two or more consultants quote the same amount of percentage (The "Tie consultants") the authority shall identify the selected bidder by draw of lots which shall be conducted, with prior notice in the presence of the Tie consultants who choose to attend.
22. In case the documents submitted by the consultant found to be not genuine, the management reserves the right to forfeit the EMD/SD besides not to allow to participate in future tenders of VPT.
23. The lumpsum amount to be quoted should be exclusive of service Tax component, if the contractor/firms claims / bills/ invoices contain Service Tax registration No., the Service Tax amount will be reimbursed.
24. Income Tax @ 1% is applicable in case of payment to a resident consultant being an individual or HUF and for the payments in respect of resident consultant other than individuals and HUF, IT @ 2% is applicable under Section 194(C) of Income Tax Act.

CONSULTANT

CHIEF ENGINEER

## **INSTRUCTIONS TO BIDDERS:**

### **1. Procedure for bid submission:**

a) The original Demand drafts in respect of transaction fee and EMD cover –I (Tech Bid) & cover-II (price bid) are to be submitted by the consultant to the tender inviting Authority, so as to reach the tender inviting authority at least **one hour** before the date of opening of schedule time. If any consultant fails to furnish the original hard copies in respect of transaction fee and EMD one hour before the date of opening of the bids the bid of that consultant will not be opened and is treated as summarily rejected. The VPT shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the consultants are found to be false/ fabricated/ bogus, the successful consultant will be suspended from participating in tenders for a period of three years.

b) The VPT will not hold any risk and responsibility non-visibility of the documents.

### **2. General Terms & Conditions**

**a. Transaction fee:** All the participating consultants shall pay a transaction fee (non-refundable) for Rs. **500/-** D.D. in favour of FA&CAO/VPT.

**b. E.M.D. Rs.1,00,000/-** to be paid in the shape of crossed Demand Draft drawn in favour of FA&CAO/VPT, VSP.

**c.** Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.

**3.** Even though the consultants 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 / annexures submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- Record of poor progress 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 percentage and
- Even while execution of the work, if found that the work was awarded to the consultant based on false / fake certificates of experience, the consultant will be blacklisted and work will be taken over by VPT

**4.** If the service charges quoted by a consultant is found to be either abnormally high or within the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of bidding process, such bids shall be rejected.

**5.** A consultant 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 consultant overall amount should be based on the controlled prices for the materials, if any, fixed by the VPT or the reasonable prices permissible for the consultant 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.

### **6. One Tender per Tenderer:**

Each consultant shall submit only one Tender for the work. A consultant who submits more than one Tender will cause dis-qualification of all the Tenders submitted by the bidder

CONSULTANT



**6 (a) Pre-bid meeting:** Pre-bid meeting will be held in the conference hall (3<sup>rd</sup> Floor) of Administrative building, Visakhapatnam Port Trust on the date and time mentioned in NIT.

### **7. Last date / time for Submission of the Tenders.**

a) Consultant 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 on the next working day.

b) The Chief Engineer, VPT, may extend the dates for issue and receipt of Tenders by issuing an amendment.

### **8. Modification to the Tender.**

No Tender can be modified after the last date /time of submission of Tenders.

### **8.1 ELIGIBILITY CRITERIA**

8.1(a) The consultant who wishes to participate shall submit the tender documents shall meet the following criteria (i) Details of average annual turnover shall not be less than Rs. 15 Lakhs during the last 3 (three) years ending 31st March of the previous financial year, duly certified by the Chartered Accountant. (ii) proof of experience in similar nature of works i.e., experience having successfully completed works during last 7 years ending last day of month previous to the one in which applications are invited should be 3 (three) completed consultancy works each cost not less than Rs.19 lakhs of value or 2 (Two) completed consultancy works each cost not less than Rs.24 lakhs of value or 1 (One) completed consultancy work not less than Rs.39 lakhs of value supported by certificates.

Rendering Consultancy services Viz., planning, preparing detailed estimate, preparation of detailed drawings which includes working drawings, supervision of construction work at site related to the consultancy works

8.1(b) The consultant participating in the subject consultancy work shall have carried out and completed services as mentioned at 2.1(a) for at least one AC auditorium /AC function hall / AC theatre and such similar facility.

8.1(c) The Consultant/firm shall have a team of Key Personnel such as Team Leader/Senior Architect, Design Engineer, Construction Engineer, Material/QA/QC Engineer and Mechanical/Electrical Engineer and the experience and qualification mentioned at conditions No.12 of special conditions

8.2 The invitation of Bids is open to all eligible bidders meeting the eligibility criteria.

### **9. TENDER OPENING AND EVALUATION**

#### **9.1 Tender opening**

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

9.1(b). The technical bid containing qualification requirements as per evaluation criteria and will be evaluated by the tender opening authority and the minutes are recorded which will be signed by the tender opening authority as well as consultants or their authorised representatives present.

#### **10. Clarification on the Bid.**

a. The tender opening authority may call upon any consultant for clarification on the statements, documentary proof relating to the bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the Bidder. The clarification called for from the consultant shall be furnished within the stipulated time, which shall not be more than a week.

b. The consultant if so desirous shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

CONSULTANT

**11. Bid Opening:**

a. Only the Bids of qualified consultants whose **Clarification on the Bids** are found satisfying the eligibility criteria shall be opened in the presence of the qualified consultants who ever is interested or their authorised representatives present on the date and time fixed.

b. The Bid of the Unqualified consultants will not be opened and kept in safe custody till the tenders are finalised and thereafter shall be returned to consultants concerned along with E.M.D.

c. Tenders shall be scrutinised in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence to the Conditions, the decision taken by the Tender Accepting Authority on tenders shall be final and the same shall be binding both on tender accepting and the consultant.

**12. Evaluation and Comparison of Price Bids**

The employer will evaluate and compare the price bids of all the qualified consultants.

**13. Process to be Confidential.**

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

b. No consultant shall contact the Superintending Engineer / Executive Engineer or any authority concerned with finalization of tenders on any matter relating to tender from the time of the Tender opening to the time the Contract is awarded. If the consultant wishes to bring additional information to the notice of the Superintending Engineer, it should do so in writing.

c. Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest consultant shall be called for.

d. Tenders will be finalized by the Chief Engineer / VPT according to the powers vested with him.

CONSULTANT

CHIEF ENGINEER

**VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT**

**LUMP SUM - TENDER FOR WORKS**

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

**MEMORANDUM (GENERAL DESCRIPTION)**

- a) Name of work **Rendering Consultancy services for “Proposed AC Auditorium at SG Puram”.**
- b) Earnest Money **Rs. 1,00,000/- (Fixed)**
- c) Security Deposit (Including Earnest Money) **5% of consultancy amount**
- d) Percentage to be deducted from bills towards Security Deposit **5% of the gross bill amount will be recovered towards S.D. from the bills till the entire amount of 5% of the consultancy amount is reached including E.M.D. However, no S.D. will be deducted in respect of the tenderer who submit a Bank Guarantee in the approved proforma of the Port by a Nationalized / Schedule Banks towards 5% of the consultancy amount of S.D.**
- e) Time allowed for the above work from date of written order to commence.

Item No.	Item of Work	Unit Per	Rs.	Ps	Rate Tendered
1	2	3	4		5

**CONSULTANT**

Should this tender be accepted I/We hereby agreed to abide by and fulfill 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	The sum of Rs.1,00,000/- 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.1,00,000/-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.
Strikeout (b) if any Cash Security Deposit is taken	
Receipt attached as Earnest Money (A) the	

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 of Visakhapatnam Port Trust.

Signature of the Officer by whom accepted.

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

CHIEF ENGINEER

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

CONSULTANT

VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT

**CHECK LIST TO THE TENDER SCHEDULE**

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

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

Signature of the consultant

NOTE:

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

CONSULTANT

VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT

Name of Work: **Rendering Consultancy services for “Proposed AC Auditorium at SG Puram”.**

SCOPE OF WORK

VPT intends to construct AC auditorium in an area of about 2100 m<sup>2</sup> opposite to Sri Sita Rama Kalayanamandapam for multipurpose use at SG Puram Housing Colony with a seating capacity of about 500 Nos. duly examining the possibility for optimising the capacity.

The broad scope of subject consultancy services includes preparation of detailed estimate, BOQ, preliminary drawings, tender drawings including supervision during the construction period of the Auditorium. The services also includes all the related works of aforesaid auditorium viz., survey, soil investigation, planning, design, Architecture, interior decoration, suitable seating arrangement, Air Conditioning, electrification, Acoustics, fire fighting system, cellar parking, alternative power supply, grid ceiling, PA system, projector, steel roof for entire theatre and mezzanine floor, etc., including ancillary facilities and services like water supply, drainage, illumination of area, pavements, landscaping, compound wall, entrance arch etc.

CONSULTANT

CHIEF ENGINEER

Scope of consultancy services includes the following:

1. The Consultant shall be required to visit the site in consultation with Engineering officials and Staff of VPT and suggest alternative schemes (concepts) to be presented (soft presentation with 3D model) to the VPT authority for choosing the scheme for approval. Consultant shall require to submit 03 Nos. of alternative schemes for concurrence and approval of VPT authority.
2. Preparation and submission of drawings for 03 alternative schemes taking VPT instructions, along with reports on the merits of the scheme, drawings designs of alternative schemes (including carryout necessary revision till the drawings are finally approved by VPT) duly suggesting/recommending the better option for VPT final approval/to take a decision on the scheme.
3. Preparing detailed structural, architectural and general arrangement drawings for the Auditorium and related facilities and services viz., electrification & lighting and sound systems, seating arrangements, partitions, ceilings, furniture & fixtures, air conditioning, interior decoration, Fire fighting system, sanitary, plumbing, drainage, water supply and sewerage to toilets services, land scaping, graphic signage, etc., detailed design and working drawings, making design calculation, Working out specifications, bill of quantities and detailed cost estimates. The consultant shall get all these detailed drawings, designs, specifications and cost estimates approved by the VPT.
4. To get further inputs on the soil parameters etc., for structural design etc., if required, soil testing and inferences thereof shall be the responsibility of the Consultant.
5. The Consultant shall specify the safety measures to be taken up during construction period with full details.
6. Preparation of detailed Interior Designs, Drawings and Interior Decoration to Auditorium and ancillary rooms (flooring, false ceiling, wall panelling, cladding, Acoustics and toilets etc).
7. Detailed estimate should be prepared based on latest VPT SR/CPWD SOR updated with latest cost index, however, if any item proposed is not available in the VPT SR/CPWD SOR it should be adopted from other SOR e.g. MES SOR/PWD SOR etc., further it is not available in any SOR it is to be adopted from market quotations which have to be arranged by the Consultant from the leading brands/sources in the market (minimum 03 Nos.)
8. Assuming full responsibility of correctness of drawings, designs and specifications for all services and installations.
9. The Consultant shall follow relevant codes/standards and best Industry practices to accomplish the scope of work under this contact.
10. Suggest/recommend the names/brands of materials/components/ items/vendors in line with the best practices to achieve high quality end product. While recommending such names it would be the onus of the Consultant to ensure that the materials/components/items/vendors should be available in Visakhapatnam or can be easily made available. Consultant shall obtain VPT approval for the same before inclusion on the Estimate/Tender.
11. Liaison with all related departments/agencies for completion of work in stipulated time/as per schedule.

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12. Preparation of item wise detailed specification, schedule of quantities, detailed estimates with general and working drawings etc.
13. The proposed structural designs submitted by consultants will be get vetted by VPT.
14. Consultant shall follow all Government of India Rules, procedures, regulations and instructions of various agencies having jurisdiction on implementation of the project, issued from time to time to ensure strict adherence to laid down procedure.
15. 03 hard copies of draft estimates and drawings shall be furnished initially for necessary modifications / corrections / changes to be carried out as may be required by VPT and 06 hard copies along with soft copy of final drawings duly including the above modification / corrections / changes shall be furnished for approval. Up on approval 06 hard copies of draft estimate and soft copy of final estimate with complete specifications along with rate analysis and supporting quotations as required etc., shall be submitted.
16. The modification/changes shall have to be included by the Consultant as and when felt necessary for betterment during the execution.
17. Consultant shall advice regarding studies/approvals/ Statuary clearances, if required.
18. All the visits required to be performed by the Consultant/Consultant's personnel in connection with the work shall be with the consent of VPT.

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16  
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: Rendering Consultancy services for “Proposed AC Auditorium at SG Puram”.**

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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 -

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VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT

NAME OF WORK: **Rendering Consultancy services for “Proposed AC Auditorium at SG Puram”.**

SPECIAL CONDITIONS

1. All the rules and regulations governing the VPT shall be applicable.
2. The decision of the Engineer in charge is final in case of any Technical clarification.
3. The consultant shall quote the amount both in figures & words. Where there is discrepancy between the quoted in figure & words the words will be taken into consideration.
4. The amount quoted by the consultancy firm should be inclusive of all taxes (except service tax) and transportation charges.
5. Statutory recoveries i.e., IT and other taxes shall be recovered as per the rate applicable in VPT.
6. Before placing of bid, should visit the site, know the break of proposals.
7. The consultant shall obtain the necessary entry passes for all staff & vehicles who will be associated with Port management from CISF/VPT. in respected areas.
8. The successful consultant shall attend as and when required by the Engineer in charge for stage wise discussions.
9. The tender submitted by the consultant should be valid for a minimum period of 120 days from the date of opening of tender and the consultant cannot amend, alter or revoke his tender in any way during this period.

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**10.Payment schedule:**

1	Submission of three different models by walk through presentation	2% on quoted value
2	Surveying, soil testing, planning and submission of estimates and preliminary designs for approval of VPT	10% -do-
3	Approval of final copies of detailed estimates, tender drawings, tender documents	3% -do-
4	Assistance during tendering and evaluation	4% -do-
5	Submission of detailed designs, detailed drawings for execution etc.,	10% -do-
6	Approval of detailed designs and drawings by VPT.	4% -do-
7.a.	After Completion of 20% of the executed work	14% -do-
b.	After Completion of 40% of the executed work	14% -do-
c	After Completion of 60% of the executed work	14% -do-
d	After Completion of 80% of the executed work	14% -do-

The balance amount ie., 11% will be released after completion of the work including checking of completion drawings submitted by contractor

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**11. Time Schedule:**

a)	i) Submission of three different models by walk through presentation	3 (three) weeks
	ii) Surveying, soil testing, planning and submission of estimates and preliminary designs for approval of VPT	4(four) weeks.
	iii) Approval of final copies of detailed estimates, tender drawings, tender documents	8 (eight) weeks
	iv) Assistance during tendering and evaluation	3(three) weeks.
	v) Submission of detailed designs, detailed drawings for execution etc.,	3(three) weeks.
	vi) Approval of detailed designs and drawings by VPT.	3 (three) weeks
b)	Supervision of construction work	12 (Twelve) months

NOTE: Time lines indicated above may be modified/extended as per the discretion of VPT

- i) The proposed arrangement as mentioned above shall be planned as per the requirement and as directed by the Engineer-in-Charge, VPT.
- ii) The successful Consultant shall attend as and when required by the Engineer-in-Charge for stage wise discussions and site visits of the said work.
- iii) No separate charges will be paid towards transportation / stationery / walk in through presentation etc., to the Consultants. All charges are to be inclusive of quoted rate only. The decision of the chief engineer is final in appointing consultants and during entire period of consultancy services. No further clarifications etc., will be entertained in this regard.
- iv) If the Consultant fails to adhere to time schedule  $\frac{1}{2}$  % of consultancy value of the work would be recovered for delay of every one-week or part there-of towards compensation subject to a maximum of 10% of consultancy value of the work. The decision of the Chief Engineer is final to levy compensation by examining the facts for delay.

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12. Evaluation criteria: The cover one will be related to technical bid and cover two will be price bid.

**Cover 1:** Technical Bid contains the following:

- (a) Experience i.e No. of similar nature of works executed and No. of similar works on hand in prescribed proforma in Annexure – I & II.
- (b) Experience and qualification of Key Personnel proposed to engage on the work in the prescribed proforma in Annexure – III.

**Cover –2:** Contains the price bid

Experience and qualifications of Key Personnel shall be as follows:

Team Leader Cum Senior Architect	The key person who have Graduation in Architecture with 10 years experience
Design Engineer	The key person who have Post Graduation in Structural Engineering with 7 years experience in Designs of similar works
Construction Engineer	The key person who is having Graduation in Civil Engineering with 5 years experience in similar works.
Material cum QA/QC Engineer	The key person who is having Graduation in Civil Engineering with 5 years experience in similar works.
Mechanical/Electrical Engineer	The key person who is having graduation in Mechanical/Electrical Engineering with 3 (three) years experience in designing of HVAC, plumbing, centralized AC & fire control/Electrical system.

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**GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT WORKS ON 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.

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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 lump sum 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

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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.

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 sell 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.

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**Clause 4:**

In any case in which any of the powers, conveyed 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.

**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 been 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.

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**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.

**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 of 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.

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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 annexed), the Contractor shall be supplied with such materials and stores as required from time to time to be issued by him for the purpose of the contract 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-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**

**A. 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 carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work. 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.

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**B. 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 :

- 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 labor, 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.

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**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 given 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 be 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 of 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 demand aforesaid then the contractor shall be liable to pay compensation at the rate of 1% on the amount of estimate for eve4ry day to9 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.

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**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 thereof 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 3months 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 curbs, 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 o0r if any damage shall happen to the work while in progress, from any cause whatever or any imperfections become apparent in it within 3 months (6months in ;the case of a road work) 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 thereof, the security deposit of the contractor shall not be refunded before the expiry of three months (six months in case of a road work) after issue of the certificate final or otherwise of completion of work, provided that in the case of road work if in the opinion of the Engineer-in-charge half of the security deposit is sufficient to meet all liabilities of the contractor under the contract half of the security deposit will be refundable after three months and the remaining half after six months of the issue of the said certificate of completion.

**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

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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 weighing 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 fencing 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 prejudice 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 shall be responsible for violation of any of the same.

**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 license 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.

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**19 (c) :**

The contractor shall in no case, commence the work, unless be obtained and produce the license 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 license.

**(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 license 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.

**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.
- vi) The Contractor shall at his own expenses provide or arrange for the provision of footwear 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.

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- vii) 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 ©:**

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 excepts to be confined or at the rate of 75 paise a day whichever is greater.  
  
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

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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 ensue 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 be 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.

**CLAUSE No 25 to 29 deleted.**

**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.

**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.

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**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, fiber 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.

**3. INCONVENIENCE TO PUBLIC:**

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

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**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 MININS OR CONTROLLED AREA LABOUR:**

The contractor shall not employ coal mining or controlled area labour failing 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 tender 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.

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 by 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.

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

CONSULTANTCHIEF ENGINEER

VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT

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**SAFETY, HEALTH, ENVIRONMENT & QUALITY POLICY**

Port of Visakhapatnam is committed to provide prompt, efficient and safe services to ensure quick turn round of sea, rail and road borne cargo by:

- Implementing and continually improving the performance of occupational health and safety, environmental and quality management systems.
- Complying with the applicable legal requirements and other applicable requirements.
- Preventing – injury and occupational ill health.
- Preventing pollution to the environment by setting sound environmental objectives.
- Enhancing customer satisfaction.
- Ensuring promotion of awareness among the employees and the port users on safety, health, environment and quality.

Make available this policy to the public, associated personnel and the interested parties.

Visakhapatnam.  
Dt.: 11-06-2007.

CHAIRMAN

**SECURITY POLICY**

**(I.S.P.S. CODE)**

Visakhapatnam Port Trust is committed to provide a safe and secure working environment to all its employees, Port users, ships and the personnel. This will be achieved in the Port by establishing and maintaining the required security measures to prevent unlawful acts against personnel, cargo and marine assets.

CHAIRMAN

CONSULTANT

VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT

NAME OF THE DIVISION: **SE-V**

WEEKLY PROGRESS REPORT

WEEK UNDER REVIEW:                      FROM \_\_\_\_\_ TO \_\_\_\_\_

1.	Name of the work:	“Conducting detailed survey of entire VPT land and all its features with total station instrument including capturing all VPT boundary pillars/ boundary walls/ boundary kerbs with Differential Global Positioning System (DGPS) and preparation of land use plan & Valuation of land & Rental units for Visakhapatnam Port Trust.”
2	Work Order No. & Date	
3	Name of the Contractor(s)	
4	Scheduled period of completion ( in weeks)	
5	Number of weeks completed as on date	
6	Proportionate percentage of progress as on date	
	a) Expected:	
	b) Actual	
7	In case of delay during the week under review reasons	
8	Cumulative delay as on date	
9	Steps taken to expedite	
10	Activities on Bar Chart affected (enclosed revised bar chart)	

Encl: 1 Bar Chart

SIGNATURE  
NAME OF THE CONTRACTOR(S)  
(WITH STAMP)

CONSULTANT



VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT

...

UNDERTAKING

I am aware of the General Directions and conditions of contract works on Quantity tender and additional conditions including amendments issued from time to time of the Civil Engineering Department, Visakhapatnam Port Trust. I will abide by them whenever works are entrusted to me and will sign them at the time of agreement without questioning. Also, I will not claim anything extra for the reason that they are not supplied along with tender papers.

SIGNATURE OF THE CONSULTANT

NAME:

ADDRESS:

VISAKHAPATNAM

DT. 07.2014CONSULTANT

VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT*ANNEXURE – I*

NAME OF THE COMPANY / FIRM

Experience: Works completed.

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

Sl. No.	Name of the Organization	Name of the work and its location	Contract price and Date of award	Target date of completion	Actual date of completion
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CONTRACTOR

VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT*ANNEXURE – II*

NAME OF THE COMPANY / FIRM

Experience: Works in progress

Sl. No.	Name of the Organization	Location and description of work	Value of Contract	Value completed and certified	Percentage of practical completion	Scheduled date of completion of work
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CONTRACTOR

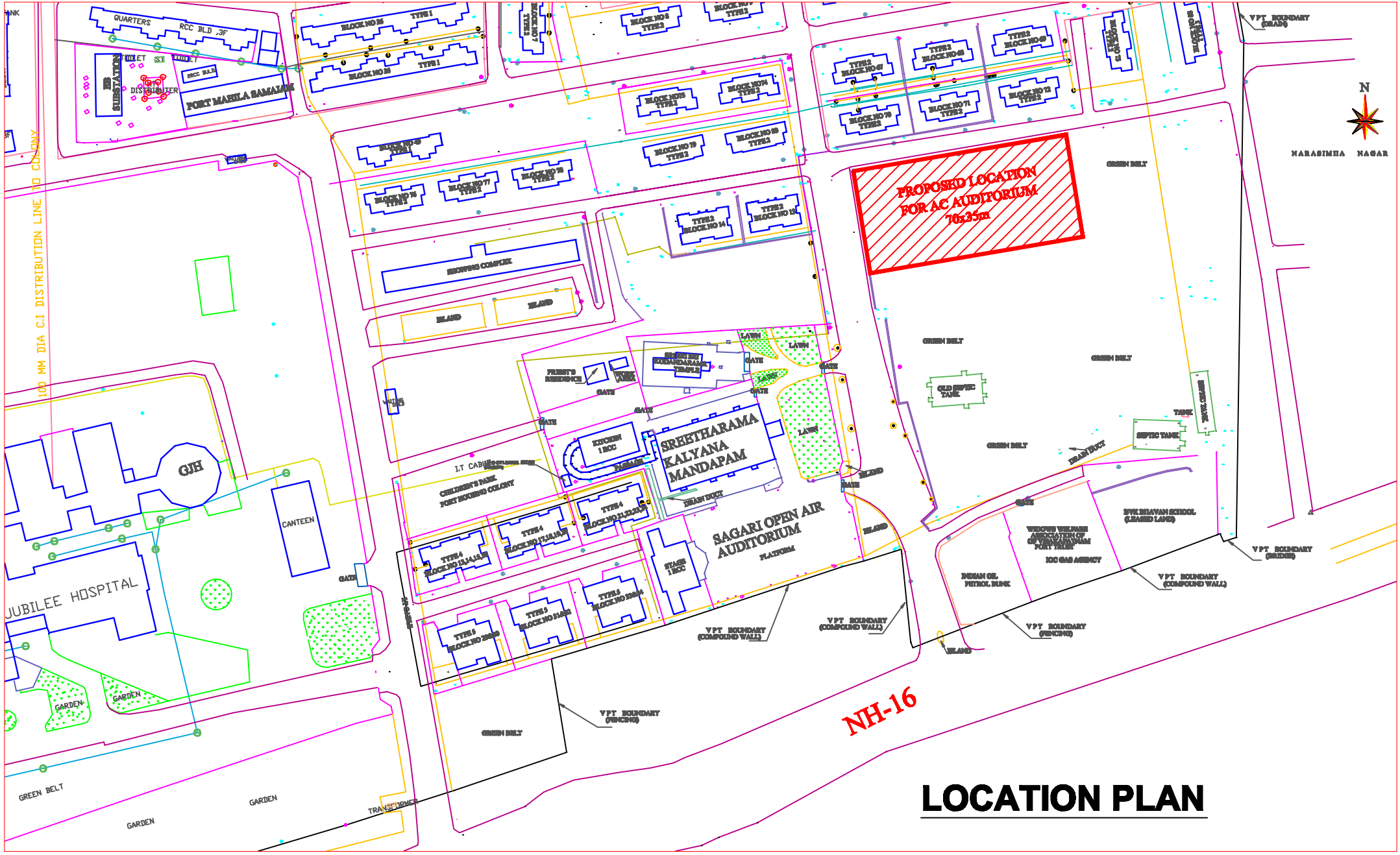
VISAKHAPATNAM PORT TRUST  
ENGINEERING DEPARTMENT*ANNEXURE – III*

NAME OF THE COMPANY / FIRM

RESOURCES: List of key personnel proposed to be engaged on the work.

Sl. No.	Name & Designation	Qualification	Experience in relevant filed.

CONTRACTOR



NARASIMHA NAGAR

**PROPOSED LOCATION  
FOR AC AUDITORIUM  
70x35m**

**NH-16**

**LOCATION PLAN**