

## ISO 9001 - 14001 - OHSAS 18001 PORT

निविदा नोटीस / NOTICE NO.IENG/EE(RLYS)/T/Bonds to Rly track/2019 /Dt 31 -08 -2019

'सी' ग्रड अथवा उससे अधिक के विहित प्रपत्र में टेकेदारों अथवा सरकारी / सार्वजनिक क्षेत्र के उपक्रमों से निम्न बताए गए कार्य निर्माण / निष्पादन के लिए उस प्रकार के कार्य करने में अनभव प्राप्त ठेकेदारों से विहित प्रपत्र में भुहरबंद निविदाए आमंत्रित की जाती है ।

Sealed Tenders in the prescribed proforma are invited for the work mentioned hereunder from reputed Contractors having experience in P-Way works or Civil works

कार्य का नाम / Name of work: ''Providing longitudinal and structural bonds to Railway tracks between AKP Jn. to Old Ambedkar Jn. to avoid electrocution of men and vehicles at electrified lines in NH Yard.''- **2<sup>nd</sup> call** 

- 2. अनुमानित लागत / Estimated Cost : Rs 98306/-
- 3. E.M.D./ ई.एम.डी: Rs.2000/-
- 4. निविदा प्रपत्र का मूल्य (गैर वापसी ) /

Cost of tender papers + GST @18% (Non- refundable): **Rs.200 + 36 = 236/-**

5. निविदा अनुरोध करने की / date of request for Tenders:	31 -08-2019
6. निविदा प्रपत्र जारी करने की अंतिम तिथि / Last date for issue of Tenders:	09 -09 -2019
7. निविदा प्राप्त करने की तिथि और समय / Date and time for receipt of Tenders:	0909 -2019

14.00 बजे तक निविदाए उसी दिन १४.०५ बजे के बाद खोली /

Upto 14.00 Hrs. Tenders will be opened on same day after 14.05 Hrs.

निविदा प्रपत्र जारी करने का अनुरोध ओहस्तरी को वि.पो.ट्र.के वि.स.एवं.मु.ले.अ. के नाम पर निविदा प्रपत्र मूल्य के लिए डी.डी. सहित राष्ट्रीयकृत बैक / अनुसूचित बैक से रू.६.०० लाख का एक वर्ष के अंदर प्राप्त सपत्रता प्रमाण तथा ए.पि.वी.ऐ.टी. पंजीकरण विवरण जो निविदाकार उन निविदा दस्तावेजों को वि.पो.ट्र. वेबसाइट ऊफ़ उक्झक्र छड़. क्य.से क़्दूघ्र थ्टूइड करना चाहते है. उन्हे इन निविदा दस्तावेजों की कीमत निविदा प्रस्तुत करते समय चुकानो होगे पिचले 3 (तीन) वर्षो में 31 मार्च वीत्त वर्ष को समाप्त औसत टर्नओवर का विवरण जो रू. 0.56 लाख से कम ने हो, उसी तरह के कार्य से अनुभव का प्रूफ ( मनदण्ड - आवेदन आमंत्रित करने के माह से पूर्व माह के अंतिम दिन को समाप्त पिचले 7 वर्षो का इसी प्रकार के कार्य का सफातापूर्वक निष्पादन का अनुभव का प्रमाण पत्र इस प्रकार के 3 संपादित कायाँ का जिसमें प्रति कार्य अनुमानित लगत के 40% से कम ने हो, इसी प्रकार के 2 संपदित कार्यो का जिसमें प्रति कार्य अनुभव । आवेदक 50% प्रतिशत से कंम न हो, तथा इसी प्रकार का एक कार्य जो अनुमानित लगत के 80% प्रतिशत से कंम न हो का अनुभव । आवेदक यदि विशाखपट्रणम पोर्ट ट्रस्ट में पंजीकृत नहीं है तो सरकारी / सार्वजनिक बेत्र में पंजीकरण का प्रमाण भेजा जाए Request for issue of tender papers shall be addressed to the undersigned enclosing D.D. in favour of FA&CAO/VPT towards cost of tender papers along with copies of Solvency from Nationalised Bank/ Scheduled Bank to the extent of Rs.0.75 Lakhs obtained within one year, valid APVAT Registration. The tenderer who wishes to download the tender documents from the VPT Website (WWW VIZAG PORT. Com) have to pay the cost of tender papers at the time of submission of tender in a separate sealed cover. Otherwise their tender will not be considered, the tenderers are required to observe the website to find out any corrigendum issued subsequent to the downloading of the tender notice and schedule. Details of average annual turnover not less than Rs. 0.56 lakhs during the last 3 (three) years ending 31st March of the previous financial year, duly certified by the Charted Accountant, proof of experience in P-Way works or civil works i.e., experience of having successfully completed P-Way works or civil works during last 7 years ending last day of month previous to the one in which applications are invited should be 3 (three) P-Way works or civil completed each costing not less than the amount equal to 40% of the estimated cost (or) 2 (two) completed P-Way works or civil works each costing not less than 50% of the estimated cost (or) 1 (one) P-Way works or civil costing not less than 80% of the estimated cost. and proof of Registration with Government / Public Sector undertaking in respect of applicants not registered with Visakhapatnam Port Trust. If any amendment or addendum will be issued before opening of the Tenders and the same may be looked in the VPT Web site and any further clarifications can also obtained from CE's office VPT.

### निविदा प्रपत्र जारी करने का अधिकार सुरक्षित है ।

The right of issue of Tenders is reserved.

### **CHIEF ENGINEER**

Copy to:	SE(CP)- for information.			
Copy to:	opy to: FA&CAO/Nodal Officer, IT / V.Ofor information.			
Copy to:	to: JointDirector (IT) along with complete bid document in Soft copy form to display in the			
	V.P.T. Web site from 31-08 -2019 and kept up to09-09-2019			
Copy to:	Notice Board / A.S. to arrange display the tender notice on the notice board.			
Copy to:	EE (RLYS) /AE ( R) NH Yard			
Copy to:	SE (IV) - for information			
Copy to:	M/s. Builders Association of India, Plot No.43&44,			
	4th Floor, Siripuram, Visakhapatnam			
Copy to:	The Garison Engineer, MES, Visakhapatnam			
	For information			
Copy to:	The Chief Engineer, DGNP, Visakhapatnam with a			
Copy to:	The Chief Engineer, NAVY, Visakhapatnam request to			
Copy to:	The Supdt. Engineer, CPWD, Visakhapatnam 🧹 arrange			
Copy to:	TheSupdt.Engineer,R&B,Visakhapatnam (wide			
Copy to:	The Supdt. Engineer, Public Health Visakhapatnam publicity			
Copy to:	The Chief Engineer, VMC, Visakhapatnam			
Copy to:	The Chief Engineer, VUDA, Visakhapatnam			
Copy to:	The Divl. Rly. Manager(Engg.), Waltair, Visakhapatnam			
Copy to:	The Chief Engineer, M/s. R.I.N.L., Steel Plant, Visakhapatnam.			
Copy to:	The Chief Engineer, M/s. N.T.P.C., Visakhapatnam.			
Copy to:	The Chief Engineer, M/s. N.H.A.I., Marripalem, Visakhapatnam			

## **NOTICE INVITING TENDERS**

### **DIVISION:EE** (Rlys)

1. Percentage Rate tenders are invited for the work "Providing longitudinal and structural bonds to Railway tracks between AKP Jn. and Old Ambedkar Jn to avoid electrocution of men and vehicles at electrified lines in NH Yard."

## ESTIMATED AMOUNT PUT TO TENDER :Rs. 98,306/-

- Contract Documents consisting of the detailed plans completed specifications the Schedule of quantities of the various clauses of work to be done and the set of CONDITIONS OF CONTRACT enclosed.
- 3. A sum of Rs.200/- + Rs. 36/- (GST) = Rs. 236/- shall be paid to FA&CAO, VPT towards transaction fee.
- 4. The time allowed for completion of the work will be mentioned therein.
- 5. Earnest money amount Rs.2000/- (Rupees two thousand only) shall be paid to FA&CAO (Port Trust) by way of DD issued by Nationalized Schedule Bank.
- 6. The successful bidder whose tender is accepted will be required to furnish security for the due fulfilment of this contract consisting of a percentage deduction from the Monthly payment to be made on account to the contractor. The Earnest money will be treated as part of the security of work done.
- 7. The acceptance of tender will rest with the Executive Engineer(Rlys), 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 reasons. All tenders in which any of the prescribed condition is 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 contractors, who resort to canvassing will be liable to rejection.
- 10. (a) The contractor should not introduce item rates such tenders will be rejected.
  - (b) The percentage above/below quoted shall be common for all items.
  - (c) The percentage shall be quoted in figures and words and shall be accurately filled in.
- 11. GST in respect of goods and services or on works contract as applicable in respect of the contract should be payable by the Supplier/ Service provider/ contractor and Port Trust will not entertain any claims with effect from 01.07.2017.

- 12. The tender 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 Surface Transport, Government of India. The tenderer should give a declaration along with his tender about the name of the Relations who are employed as Non-Gazetted Officer in Port Trust.
- 13. 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 Contractor 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 employee is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the Contractor's service as the case may be.-
- 14. Site for the execution of the work will be made available as soon as the work is awarded. In case it is not possible for the department to make available the entire site at a time on the award of the work, the Contractor will have to arrange their working programme suitably. No claim whatsoever for handing over the site in stages will be entertained, and the decision of the Chief Engineer is final and cannot be questioned.
- 15. The Contractor 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
- 16. The Tender submitted by the tenderer should be valid for a minimum period of 120 days from the date of opening of tender and the tenderer 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.
- 17. The successful tenderer(s) shall execute an agreement with Visakhapatnam Port Trust Board on a Non-judicial stamp paper in the prescribed form.
- 18. The tenderers 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.
- 19, a) According to GST Act every dealer is liable to be registered whose aggregate turn over exceeds Rs 20 lakhs for supply of goods /services /executing any works contract. Accordingly GSTIN is to be provided for participation in tender and to award the contract.

b) The applicable TDS as per the Central GST(CGST) Act, will be deducted as and when notified by the Government.

20. The tenderer should read the specifications and study the working drawing and special conditions etc., carefully before submitting the tender.

- 21. Payment to the contract labour if any involved in the works entrusted are to be paid by the Contractor in the presence of the section officer of V.P.T. Further, the Contractor has to submit documentary evidence in support of the payments made to the labour engaged in the work along with subsequent running account bill, failing which the bill will not be passed.
- 22. The Contractor to whom the work is awarded shall invariably produce the PAN Number obtained from the Income Tax Authorities, along with proof.
- 23. The contractors / Firms while quoting tender shall note that, no post tender negotiations will be held with the L-1 tenderers, except in exceptional cases, wherever it is found necessary.
- 27. In the event that two or more bidders quote the same amount of percentage (The "Tie Bidders") the authority shall identify the selected bidder by draw of lots, which shall be conducted, with prior notice in the presence of the Tie Bidders who choose to attend.
- 28. Tenderers shall submit the experience/completion certificates along with their tender, duly notarized.
- 29. In case the documents submitted by the bidder 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.
- 30. Income Tax @ 1% is applicable in case of payment to a resident Contractor/Sub-contractor being an individual or HUF and for the payments in respect of resident Contractor/Sub-Contractor other than individuals and HUF, IT @ 2% is applicable under Section 194 (C) of Income Tax Act.

CONTRACTOR

EXCUTIVE.ENGINEER(Rlys)

## PERCENTAGE - TENDER FOR WORKS

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

## MEMORANDUM (GENERAL DESCRIPTION)

## <u>NAME OF WORK:</u> : "Providing longitudinal and structural bonds to Railway tracks between AKP Jn. to Old Ambedkar Jn to avoid electrocution of men and vehicles at electrified lines in NH Yard."

a)	If several sub works are included they should be detailed in a separate list	:	"Providing longitudinal and structural bonds to Railway tracks between AKP Jn. to Old Ambedkar Jn to avoid electrocution of men and vehicles at electrified lines in NH Yard"
b)	Estimated Cost	:	Rs <b>98,306/-</b>
c)	Earnest Money	:	Rs.2000/-
d)	Security Deposit (Including Earnest Money)	:	10% of the contract amount
e)	Percentage to be deducted from bills towards Security Deposit		10% of the gross bill amount will be recovered towards S.D. from the bills till the entire amount of 10% of the contract value is reached including EMD. However, no S.D. will be deducted in respect of the contractors who submit a Bank Guarantee in the approved proforma of the Port by a Nationalized / Schedule Banks towards 10% of the contract value of S.D.
f)	Time allowed for the above work from date of written order.	:	2 (Two months)

g) Maintenance period : 3 (Three) Months

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

Give particulars and Nos. strike out (a) if no cash security deposit is to be taken	The sum of <b>Rs.2000/-</b> is deposit with the Financial
security deposit is to be taken	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 it
	successors in office should I / We fail to commence the
	work specified in the above memorandum of should I /
Strikeout (b) if any Cash Security Deposit is taken	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
Receipt attached as Earnest Money (A) the	Contract, otherwise the said sum of <b>Rs.2000/-</b> shall be
Receipt attached as Earliest Money (A) the	retained by Government as on account of such
	SECURITY DEPOSIT as aforesaid or (b) the full value of which shall be retained by BOARD on
	account of the SECURITY DEPOSIT specified in
	Clause I (b) of the said conditions of contract.
Signature of contractor before submission	Dated the day of of tender.
Signature of witness to Contractor's	Witness:
Signature	

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 ------ CHAIRMAN
VISAKHAPATNAM PORT TRUST

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

<u>NAME OF THE WORK</u>: - Providing longitudinal and structural bonds to Railway tracks between AKP Jn. to Old Ambedkar Jn to avoid electrocution of men and vehicles at electrified lines in NH Yard.

## 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.

DESCPTION	APPROXIMATE	UNIT	RATE AT	PLACE OF
OF THE	QUANTITY		WHICH THE	DELIVARY
MATERIAL			MATERIALS	
			WILL BE	
			CHARGED TO	
			THE	
			CONTRACTOR	
2	3	4	5	6
	NIL			
	OF THE MATERIAL	OF THE QUANTITY MATERIAL	OF MATERIALQUANTITY234	OF MATERIALQUANTITYWHICH MATERIALS WILLWHICH 

**CONTRACTOR** 

**EXECUTIVE ENGINEER-(Rlys)** 

## <u>विशाखपट्रणम पोर्ट ट्रस्ट/VISAKHAPATNAM PORT TRUST</u> अभियंता विभाग/ENGINEERING DEPARTMENT

<u>NAME OF WORK</u>: Providing longitudinal and structural bonds to Railway tracks between AKP Jn. to Old Ambedkar Jn to avoid electrocution of men and vehicles at electrified lines in NH Yard.

	SCHEDULE — B					
<b>S1</b> <u>NO</u>	DESCRIPTION OF WORK	QUANTITY IN FIGURES AND WORDS	UNIT IN FIGURES AND WORDS	RATE IN FIGURES AND WORDS Rs.	AMOUNT Rs Ps	
1	2	3	4	5	б	
1	Supply of materials including 40 mm x 6mm mild steel joint less flat required to provide a longitudinal bond connecting a traction mast or structure to the nearest non track circuited rails, or earth electrode, including all fasteners at both ends as per standard drawing approved by Railway.					
	Longitudinal bonds	292 Nos.	Each	250 (Rupees two hundred fifty only)	73000/-	
2	Erection of longitudinal bonds at the location specified by the Engineer -in-charge. The price shall also include shaping and drilling including painting with two coats of red-oxide and two coats of black bitumen.	292 Nos.	Each	32.00 (Rupees thirty two only)	9344/-	
3	Supply of materials including 40 mm x 6mm mild steel joint less flat required to provide a structure bond connecting a traction mast or structure to the nearest non track circuited rails, or earth electrode, including all fasteners at both ends as per standard drawing approved by Railway.					
	Structure bonds	46 Nos.	Each	311.00 (Rupees three hundred eleven only)	14306/-	
4	Erection of structure bond including Provision of heat shrinkable PVC tube for structures bond under track circuited rail including shaping, drilling and erection of all materials including the bond with proper fasteners and painting with two coats of red -oxide and two coats of black bitumen. This would also cover connections or earthing terminals of equipment like LT transformer with structures, bridges, platform shelter, FOB, ROB, Steel structure along the track above 30mtrs and then to rail. In no case gas cutter will be allowed for making holes on rail webs, masts or MS flat.	46 Nos.	Each	36.00 (Rupees thirty only)	1656/-	

Total amount Rs 98306/-

(Rupees Ninety eight thousand three hundred and six one only)

Percentage excess/less over amount put to tender------ %

NAME OF WORK: - Providing longitudinal and structural bonds to Railway tracks between

AKP Jn. to Old Ambedkar Jn to avoid electrocution of men and vehicles at electrified lines in NH Yard.

### SPECIAL CONDITIONS

- All materials and workmanship shall conform to the appropriate Indian Standard Specifications, published by the Bureau of Indian Standards (BIS) latest versions as applicable, specifications given in the Schedule "B" (schedule of quantities and rates) of the contract and special conditions. Standards issued elsewhere may be used if approved by charges, if any, shall be borne by the contractor.
- 2. The Contractor is responsible for taking precautionary measures for the safety of the lives of the mazdoors working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely the Engineer-in-charge for those items of work only for which appropriate Indian Standards do not exist. Necessary testing on the part of the Contractor.
- 3. The notice inviting tenders etc. shall form part of contract.
- 4. All the rules and regulations governing the Visakhapatnam Port Trust shall be applicable.
- 5. Any damages caused to Port property either directly or indirectly shall be made good by the Contractor at his own cost.
- 6. The decision of Engineer-in-charge is final in case of any technical clarification.
- 7. All defective works pointed out by the Engineer-in-charge shall be rectified by the contractor at his cost.
- 8. The percentage excess / less over total schedule amount shall be required to be typed at the end of the schedule-'B' by the contractor.
- 9. No sales tax will be paid on account of the work.
- 10. The work should be completed within 2(two) months from the date of work order.
- 11. It is the responsibility of the Contractor to see that the job entrusted is done expeditiously with safety and in time. A penalty of 1/2 % will be levied for every week of delay subject to maximum of 10% on the total value of the contract. In this connection, the decision of Chief Engineer is final. Time is the essence of the contract.
- 12. The VPT reserves the right to withdraw any item of tender or to cancel the subject tender without assigning any reason.
- 13. Statutory deductions will be made from the bills.
- 14. Payment will be made according to the actual quantities of work ordered and carried out as measured by the Engineer-in-Charge. The rate entered in the contract shall be valid for any extent of variation of quantity of each individual item subject to total contract value does not get altered by more than  $33^{1/3}$ %.
- 15. Any additional work required, should be carried out with the prior approval of CE / VPT or his authorized representative and will be paid extra as per mutually agreed up on.
- 16. The Standard VPT conditions, which are not mentioned, are also applicable to this work.
- The Contractor has to follow the norms of IMS as the VPT is adhering to Quality management system ISO 9001:2015, Environmental management system (ISO 14001: 2015) and Occupational health & safety assessment series OHSAS 18001:2007) for their activities.
- 18. The Supplier/ contractor is required to remit GST as per the "Tax Invoice" and file the details in GSTR1 on or before 10th of the subsequent month to enable VPT to claim input tax credit otherwise the said tax invoice will be kept pending for payment.
- 19. The contractor / Firms while quoting tender shall note that, no post tender negotiation will be held with the L-1 tenderers, except in exceptional cases, whenever it is found necessary.
- 20. If any forged / fake documents are submitted by the tenderers, the management reserves the right to forfeit the EMD/SD besides their business dealings with VPT will be banned.
- 21. No claim will be entertained for fluctuation in market rate of any labour, materials on transportation etc., during the period of contract.
- 22. No escalation clause will be entertained at any stage of the contract.
- 23. The contractor shall obtain the necessary passes for there/his workers from CISF/TM Department for the contract Period.

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24The contract can be foreclosed at any time within 3 days notice to the contractor.

25 METHOD OF MEASUREMENT:

Standard Method: Unless stated or billed otherwise, quantities shall be measured in accordance with the Indian Standard code of practice for Measurement of Civil Engineering works I.S. 1200. The rates entered in the contract shall include whatever allowance is considered by the contractor to be necessary for waste, working area, construction slopes, batters etc.

- 26 The payment of transportation of Earth / Debris will be made on stack measurements after deducting 20% for voids. The Contractor has to make stacks at his own cost at the place of loading and spread the debris / earth at the place of unloading to lines and levels as directed by the Engineer-in-Charge.
- 27 The useful materials obtained from the dismantled materials are to be handed over at Port General Stores or at P.way stores office or at the place shown as directed by the Engineer-in charge at no extra cost to the department.
- 28 If the dismantled materials / debris etc., are not removed as per the instructions of the concerned officer/ their representative a penaltyofRs.100/- per day shall be levied.
- 29 The tenderers are expected to carefully inspect the site of work and study the site conditions before tendering for this work and no claim whatsoever will be entertained at a future date arising out of local working conditions and clarifications given by the department.
- 30 Before commencement of the earth excavation works the contractor shall obtain approval of the Engineer-in –charge for the alignment marked at site of work. Clearance shall also be obtained with regard to non-interference of optical fiber cables of information technology network and electrical cables of Mechanical and Electrical Engg. Dept.
- 31 The Contractor should observe the prohibitory rules and regulations in force at the time of work and as revised from time to time and cause no obstructions or hindrance to the department work.
- 35 Visakhapatnam Port Trust will not supply cement, steel and water.
- 35 The 2% value of the Quotation amount should be paid towards EMD along with submission of tender. The EMD of 2% will form part of the total security deposit of 10% and only the balance of 8% will be recovered from the running on account bills at the rate of 10% until the balance of 8% is recovered. The Security deposit will be refunded only after satisfactory completion of the work.
- 34 The contractor or his authorized representative shall invariably sign in the hindrance register which shall be maintained by the concerned division at site of work whenever any hindrance takes place while execution and the same will be reviewed by the Engineer–in–Charge from time to time, to examine the justified reasons for considering extension of time etc.,
- 35 The contractor shall employ and post full time engineer/supervisor as necessary in execution of works as per requirement and as per instructions of Engineer-in-charge failing which an amount of Rs.<u>10000/-</u> per month will be recovered from the contractor's on account bills.

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

CONTRACTOR

EXECUTIVE ENGINEER- (Rlys)

## <u>DECLARATION</u>

The conditions contained in the NIT were perused and it was understood that is the condition relating to GST is concerned it was mentioned as follows:

"According to GST ACT every dealer is liable to be registered whose aggregate turn over exceeds Rs 20 lakhs for supply of goods / services / executing any work contract accordingly GSTIN is to be provided for participation in tender and to award the contract".

I the authorised signatory of the bidder do hereby declare and confirm that I have read and understood the NIT conditions as such I am conscious about the consequences and implications of GST on the subject work. I further declare that I am well aware of the guidelines being issued by the Govt. of India regarding GST from time to time and also the applicability of the rates and the likely variation of the same in future either upwards or downwards under the GST regime in respect of the works in VPT. I am also aware that I am bound by the policy of the Govt in this regard.

I therefore hereby undertake and declare that I shall be liable to pay any amounts payable towards GST unconditionally without any demur and in this regard I hereby authorize VPT to recover or deduct such sum of GST from the amounts as per rules payable to Me / Our firm. I declare that the authorization hereby given is irrevocable and shall be binding on me as well as my successors, agents or person claiming any amount on my behalf.

# SIGNATURE OF THE CONTRACTOR / FIRMS NAME ADDRESS

St: Visakhapatnam Dt :

## UNDERTAKING

I am aware of the General Directions and conditions of contract works on percentage 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 CONTRACTOR

NAME:

ADDRESS:

VISAKHAPATNAM

DT.