



2nd Call

ISO9001 - 14001 - OHSAS 45001 PORT
निविदानोटीस / NOTICE NO. IENG/EE (Rlys)/ A&D Line/2021 Dt. 29 .04.2021

'सी' ग्रेड अथवा उससे अधिकके विहित प्रपत्र में टेकेदारों अथवा सरकारी / सार्वजनिकक्षेत्रके उपक्रमों सेनिम्न बताए गए कार्यनिर्माण / निष्पादनके लिए उस प्रकारकेकार्यकरने में अनभव प्राप्त टेकेदारों से विहित प्रपत्र में भुहरबंद निविदाएं आमंत्रितकीजाती है ।

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

1. कार्यकानाम / Name of work: Emergency track repair works at A-line & D-line level crossings near Dumper cabin.

2. Period of completion : 30 days

2. अनुमानित लागत / Estimated Cost :Rs.1,57,916/-

3. E.M.D./ई.एम.डी.: Rs.3,160/- (accepted only online payable through RTGS/NEFT/Bank Transfer etc. transaction fee payable to SBI, VISAKHAPATNAM PORT BRANCH, A/C NO.30387186900 IFSC CODE: SBIN001740..)

4. निविदा प्रपत्रका मूल्य - (गैर वापसी) / Cost of tender papers (Non- refundable): Rs.200+ 36(18%GST) = Rs.236/- (accepted only online payable through RTGS/NEFT/Bank Transfer etc. transaction fee payable to SBI, VISAKHAPATNAM PORT BRANCH, A/C NO.30387186900 IFSC CODE: SBIN001740..)

5. निविदा अनुरोधकरनेकी अंतिमतिथि / date of request for Tenders 29-04-2021

6. निविदा प्रपत्रजारीकरनेकी अंतिमतिथि / Last date for issue of Tenders: 05-05-2021

7. निविदा प्राप्तकरनेकीतिथि और समय / Date and time for receipt of Tenders: 05-05-2021

14.00 बजेतकनिविदाएं उसी दिन १४.०५ बजेके बादखोली /Upto 14.00 Hrs. Tenders will be opened on **05-05-2021** after 14.05 Hrs.

निविदा प्रपत्रजारीकरनेका अनुरोध ओहस्तरी को वि.पो.ट्र.के वि.स.एवं.मु.ले.अ. केनाम परनिविदा प्रपत्र मूल्य के लिए डी.डी. सहित राष्ट्रीयकृत बैंक / अनुसूचित बैंक से रु.६.०० लाख काएक वर्ष के अंदर प्राप्त सपत्रता प्रमाणतथा ए.पि.वी.ऐ.टी. पंजीकरणविवरणजोनिविदाकार उननिविदादस्तावेजोंको वि.पो.ट्र. वेबसाइट www.vpt.gov.in पर से वृद्ध थदुड्ड करना चाहते हैं. उन्हे इननिविदादस्तावेजोंकीकीमतनिविदा प्रस्तुतकरते समय चुकानो होंगे पिचले3 (तीन) वर्षों में31 मार्च वीत वर्ष को समाप्त औसत टर्नओवरकाविवरणजो रु. 0.56 लाख सेकमने हो, उसी तरह केकार्य से अनुभवका प्रूफ (मनदण्ड - आवेदन आमंत्रितकरनेके माह से पूर्व माह के अंतिमदिनको समाप्त पिचले7 वर्षों काइसी प्रकारकेकार्यका सफातापूर्वक निष्पादनका अनुभवका प्रमाण पत्रइस प्रकारके3 संपादितकार्योकाजिसमें प्रतिकार्य अनुमानित लगतके40% सेकमने हो, इसी प्रकारके2 संपादितकार्योकाजिसमें प्रतिकार्य अनुमानित लगतके50% प्रतिशत सेकंमन हो, तथाइसी प्रकारकाएककार्यजो अनुमानित लगतके80% प्रतिशत सेकंमन हो का अनुभव । आवेदक यदि विशाखपट्टणम पोर्ट ट्रस्ट में पंजीकृत मे पंजीकृत नहीं है तो सरकारी / सार्वजनिक क्षेत्र में पंजीकरणका 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.0.75Lakhs obtained within one year, valid GST 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 Chartered Accountant, proof of experience in **P-Way works** i.e., experience of having successfully completed **P-Way 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** completed works each costing not less than the amount equal to 40% of the estimated cost (or) 2 (two) **P-Way works** completed works each costing not less than 50% of the estimated cost (or) 1 (one) **P-Way work** completed work 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.

Note: (1) The bidders should be paid the Transaction Fee (non-refundable) and EMD shall be accepted only through RTGS/NEFT/ Bank Transferred with effect from 01.10.2020 in VPT. The VPT bank account details to which amount is to be transferred on SBI, Visakhapatnam Port Branch, A/c No. 30387186900, IFSC code – SBIN0001740. Further, the bidders shall upload the copy of the online transaction details with UTR No. along with the Technical bid documents failing which the bid shall be summarily rejected. (2) In case of the NSIC/MSME certificate submitted bidders, the eligibility for exemption of Transaction fee and EMD amount subject to fulfilling of tender condition no.105.

EXECUTIVE ENGINEER(RIlys)

- Copy to: SE(CP)- for information.
- Copy to: FA&CAO/Nodal Officer, IT / V.O. -for information.
- Copy to: Dy. Director (ITS) along with complete bid document in Soft copy form 29-4-2021 to publish on the V.P.T. Web site up to 05-05-2021.
- Copy to: Notice Board / A.S. to arrange display the tender notice on the notice board.
- Copy to: EE (RLYS) /AE (R) R&D Yard
- Copy to: EE (P) - for information and necessary action.
- Copy to: M/s. Builders Association of India, Plot No.43&44, 4th Floor, Siripuram, Visakhapatnam
- Copy to: The Garrison Engineer, MES, Visakhapatnam
- Copy to: The Chief Engineer, DGNP, Visakhapatnam
- Copy to: The Chief Engineer, NAVY, Visakhapatnam
- Copy to: The Supdt. Engineer, CPWD, Visakhapatnam
- Copy to: The Supdt.Engineer,R&B,Visakhapatnamwide
- Copy to: The Supdt. Engineer, Public Health Visakhapatnam
- Copy to: The Chief Engineer, VMC, Visakhapatnam
- Copy to: The Chief Engineer, VUDA, Visakhapatnam
- Copy to: The Divl. Rly.Manager(Engg.), Waltair, Visakhapatnam
- Copy to: The Chief Engineer, M/s. R.I.N.L., Steel Plant, Visakhapatnam.
- Copy to: The Chief Engineer, M/s. N.T.P.C., Visakhapatnam.
- Copy to: The Chief Engineer, M/s. N.H.A.I., Marripalem, Visakhapatnam

For information
with a request to
arrange publicity.

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT
NOTICE INVITING TENDERS

1. Percentage Rate tenders are invited for the work of **“Emergency track repair works at A-line & D-line level crossing near Dumper Cabin.**
ESTIMATED AMOUNT PUT TO TENDER: Rs.1,57,916/-
2. 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.236/-** (including 18% GST)to be transferred on SBI, Visakhapatnam Port Branch, A/c No. 30387186900, IFSC code – SBIN0001740 towards transaction fee.
4. The time allowed for completion of the work will be mentioned therein.
5. Earnest money amounting: **Rs.3,160/-** to be transferred on SBI, Visakhapatnam Port Branch, A/c No. 30387186900, IFSC code – SBIN0001740.
6. The contractor 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 Chairman, 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 fulfil 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 supply of Goods & service or on works contract as applicable in respect of this contract should be payable by the supplier/service provider/contractor and port trust will not entertain any claims with effect from 01-07-2017.
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.

CONTRACTOR

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 work 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
c) 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 Rule,1998 made there under” the Cess on works contract will be deducted at 1% from on account bills of contractors, where, more than 10(ten) ,buildings and construction workers are engaged.
20. The tenderer should read the specifications and study the working drawing and special conditions etc., carefully before submitting the tender.
21. P.F. contribution to the contract labour, in case the Contractor engages more than 20 workers, shall be payable by the Contractor. He shall produce documentary proof of registration with P.F. Authorities along with P.F. Code number. Also documentary proof of payment of P.F. contribution to the Contract Labour Regularly shall be produced with every interim certificate failing which no payment will be released to the Contractor. The Port Trust will not entertain any claim whatsoever in this respect.
22. 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.
23. In respect of P.F. Contribution recovered from the labour and remitted to the P.F. Commissioner, documentary evidence in support of the same is to be submitted by the Contractor along with subsequent running account bill, failing which the bill will not be passed.

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24. The Contractor to whom the work is awarded shall invariably produce the PAN Number obtained from the Income Tax Authorities, along with proof.
25. The contractor shall submit require document as per the Check list enclosed (Annexure-V) along with tenders. The tenders received without enclosing required documents as per the check list duly signed will be liable for rejection
26. The tenderers should make their own arrangements to furnish original B.G. to the organization directly by the issuing Bank under registered post with acknowledgement due except in case of B.G. submitted towards E.M.D. costing more than Rs.5.00 lakhs B.G accepted.
27. 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.
28. 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".
29. Tenderer shall submit the experience/completion certificates along with their tender, duly notarized.
30. 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.
32. The rate to be quoted should be exclusive of GST component and payment will be made against "TAX Invoice" as prescribed under the GST Act/Rules..
31. Resident Contractors/Sub-Contractor other than individuals and HUF, IT @ 2% is applicable under Section 194 (C) of Income Tax Act.

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EXECUTIVE ENGINEER(Rlys)

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

PERCENTAGE - TENDER FOR WORKS

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

MEMORANDUM (GENERAL DESCRIPTION)

NAME OF WORK: Emergency track repair works at A-line & D-line level crossings near Dumper cabin.

- a) If several sub works are included: they should be detailed in a separate list Supply of welder for attending emergency break down duties at all Rly Yards of VPT for the period of 75 days.
- b) Estimated Cost : Rs. 1,57,916/-
- c) Earnest Money : Rs. 3,160/-
- 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: 30 days
from date of written order.

CONTRACTOR

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

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

The sum of **Rs. 3,160/-** 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 it successors in office

Strike out (b) if any Cash Security Deposit is
taken

should I / We fail to commence the work specified in the above memorandum of should I / we not deposit the full amount of SECURITY DEPOSIT specified in the above memorandum in accordance with Clause I (a) of the said conditions of Contract, otherwise the said sum of **Rs. 3,160/-(Three thousand one hundred sixty only)** shall be retained by Government as on account of such SECURITY DEPOSIT as aforesaid or (b) the full value of which shall be retained by BOARD on account of the SECURITY DEPOSIT specified in Clause I (b) of the said conditions of contract.

Receipt attached as Earnest Money (A) the

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

CONTRACTOR

**VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT**

SCHEDULE -- A

Schedule showing (APPROXIMATELY) the materials to be supplied by the VISAKHAPATNAM PORT TRUST BOARD under clause-10 of the General conditions of contract to be executed and the rates at which they are to be charged for.

NAME OF THE WORK: Emergency track repair works at A-line & D-line level crossings near Dumper cabin.

S.NO	DESCRIPTION OF THE MATERIAL	APPROXIMATE QUANTITY	UNIT	RATE AT WHICH THE MATERIALS WILL BE CHARGED TO THE CONTRACTOR	PLACE OF DELIVERY
1	2	3	4	5	6
		-NIL-			

EXECUTIVE ENGINEER- (Rlys)

CONTRACTOR

विशाखपट्टणम पत्तन न्यास/VISAKHAPATNAM PORT TRUST
अभियंता विभाग/ENGINEERING DEPARTMENT

NAME OF WORK: Emergency track repair works at A-line & D-line level crossings near Dumper cabin.

SCHEDULE — B

Sl. No.	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	6
1	Transportation of rails, points and crossings and P. Way fittings of 52 kg / 90 of varying lengths not exceeding 13 m (42'-8") to anywhere in port area by lorry/ or other means including carriage and handling, loading and unloading by mechanical means (i.e. by crane) and stacking within 30 m lead at nominated area as directed by the Engineer-in-Charge complete including tools, plant and labour charges. For a lead one km.	10.253	MT	328.65	3370/-
2	Transportation of pre-stressed concrete sleepers of B.G. track size 2750 x 154 / 270 x 235 mm to anywhere in port area by lorry or other means including carriage and handling, loading, unloading by mechanical means (i.e. by crane) and stacking at nominated place as directed by the Engineer-in-Charge complete including tools, plant and labour charges. For a lead of five km	21.60	MT	328.65	7099/-
3	Dismantling RCC/PCC to the required lines and level by using mechanical equipment of jack hammer including necessary compressor equipment, cutting bits, fuel, operator charges, tools etc., or any other equipment machinery and removing the debris within a lead of 50m including cutting reinforcement bars and stacking useful materials, handing over the bars to stores etc., as directed by the Engineer-in-Charge complete.	40	1 Hr	878.00	35120/-
4	Dismantling existing PSC B.G. Track laid with 52 Kg / 90 R rails including removing all rails, PSC sleepers, fittings, fastening etc., including stacking the released rails, sleepers and fittings etc., within a lead of 30 m at nominated place or yard, lift etc. complete as required and as directed by the Engineer-in-Charge under traffic working conditions including tools, plant and labour charges only.	0.026	km	51326.80	1334/-
5	Dismantling existing check railing to the rails of B.G. track (wooden / PSC sleepers) with 52 kg/90 R rails including removing all rails, check bolts and nuts, check blocks, fittings, fastenings etc., including stacking the released rails and fittings etc., within a lead of 30 m at a nominated place or yard, lift etc. complete as required and as directed by the Engineer-in-Charge under traffic working conditions including tools, plant and labour charges only.	0.052	km	16711.80	869/-
6	Gas cutting rail flanges of 90 R / 52 kg at p-way yard / stack yard as directed by the Engineer-in-Charge including supply of necessary gas, handling, cutting, tools and plant etc., complete. All labour and materials.	62.40	m	98.10	6121/-
7	Drilling holes upto 32 mm dia. to B.G. Rails web 90 R/52 kg Of B.G. Track, at p-way stores / stack yard as directed by the Engineer-in- Charge including handling of rails in full length (upto 13 m) within a lead of 30 m and lift as required for drilling holes by means of drilling machine, stacking the drilled rails within 30 m as required complete including tools, plant.	104	Each	100.65	10468/-

8	Check railing for one side rails of the B.G. Track with 90 R / 52 kg rails, wooden / PSC layout, positioning of checkrails inside, jointing, check bolting with check blocks, washers, spiking, cutting of rails, maintaining level, alignment etc., as required complete including drilling holes for fish joints to the rails, all leads and lifts as directed by the Engineer-in-Charge under traffic working conditions including tools and plant. Labour charges only.	0.052	km	59676.10	3103/-
9	Linking of B.G. track with 52 kg / 90 R rails on new pre-stressed concrete sleepers with M+7 density with grooved rubber pads, MS. Liners, and elastic rail clips including spreading of concrete sleepers, pairing and seating rails, bolting joints and fixing with liners and elastic rail clips to the guage, slewing to the alignment, levelling etc., including all leads and lifts, tools and plant etc., as directed by the Engineer-in-Charge (Labour charges only).	0.026	km	356280.65	963/-
10	Packing B.G Railway track with wooden layout with ballast metal granite or gravel or gedda sand or cinder or crusher dust including lifting the track in stages so as to keep a ballast cushion of 30 cm (12") deep underneath the sleepers and packing the sleepers below the rail seat, slewing to the alignment, 2nd packing throughout the length of the sleepers, slewing to the final alignment to the required cant, gauge and level, picking up slacks, boxing and dressing complete as directed by the Engineer-in-Charge under traffic working conditions including plant, tools and labour charges only.				
	a) First packing	0.078	km	94225.15	7350/-
	b) Second packing	0.078	km	79948.60	6236/-
	c) Third packing	0.078	km	79948.60	6236/-
11	Supplying and stacking of machine crushed granite metal ballast of 50 mm size at site of work along permanent way tracks as directed by the Engineer-in-Charge, complete with all leads and lifts. All labour and materials.	39	m ³	1434.65	55951/-
12	Spreading ballast of granite metal along and across the p-way tracks within a lead of 50 m and lift of 2 m and as directed by the Engineer-in-Charge. Under traffic working conditions including tools etc., complete. Labour charges only.	39	m ³	138.35	5396/-

Rs. 1,57,916/-

(Rupees One Lakh fifty seven Thousand nine hundred and sixteen only)

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

CONTRACTOR

EXECUTIVE ENGINEER- (RIys)

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

NAME OF WORK : : Emergency track repair works at A-line & D-line level crossings near Dumper cabin.

SPECIAL CONDITIONS

1. All materials and workmanship shall conform to the appropriate Indian Standard Specifications, published by the Bureau of Indian Standards (BIS) latest versions as applicable, specifications given in the Schedule "B" (schedule of quantities and rates) of the contract and special conditions. Standards issued elsewhere may be used if approved by the Engineer-in-charge for those items of work only for which appropriate Indian Standards do not exist. Necessary testing charges, if any, shall be borne by the contractor.
2. The Contractor is responsible for taking precautionary measures for the safety of the lives of the mazdoors working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of the Contractor.
3. The notice inviting tenders 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 **30 days** 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 upon.
16. The Standard VPT conditions, which are not mentioned, are also applicable to this work.
17. The Contractor has to follow the norms of IMS as the VPT is adhering to Quality management system (ISO 9001-2015), Environmental management system (ISO 14001-2015) and Occupational health & safety assessment series (OHSAS 45001-2018) for their activities.

CONTRACTOR

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. METHOD OF MEASUREMENT:

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

24. The 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.

25. If the dismantled materials / debris etc., are not removed as per the instructions of the concerned officer/ their representative a penalty of Rs.100/- per day shall be levied.

26. 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.

27. 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 fibre cables of information technology network and electrical cables of Mechanical and Electrical Engg. Dept.

28. The work has to be carried out running track at times in such case the safety of labour/persons working is entirely responsible with that of the contractor and necessary safety precautions has to be taken by the contractor. They will not pay any compensation for any accident, if occurs.

29. 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. Visakhapatnam Port Trust will not supply cement, steel and water.

30. 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.

31. 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.,

CONTRACTOR

32. 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 Monetary limit of the Registration Certificate shall be more than the “Amount put to Tender”. In case the monetary limit of the above Registration Certificate is less than the estimated cost (put to tender), then the above certificate will be treated as invalid for the subject tender value.
 - v. In case the Registration Certificate issued by NSIC/Ministry of MSME is found to be invalid (date expired) or insufficient monetary limit or irrelevant works or services i.e. other than the tendered works/services. Then the above Registration Certificate cannot be considered for exemption of EMD & Tender Document Cost and the Bid received 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.
33. The work can be foreclosed at any time and the decision of Engineer-in-charge would be final and binding. The work done up to foreclosure will be measured and paid appropriately. No claim for compensation in this regard by the contractor will be entertained.
34. The Contractor has to take necessary safety measure like providing helmets for his staff workmen at site of work at his own cost in order to avoid any untoward incidents, no payment will be made in this regard.
35. The contractor shall obtain the necessary passes for there/his workers from CISF/TM Department for the contract Period.
36. 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.
37. The contract can be foreclosed at any time within 3 days notice to the contractor.
38. The S.D amount will be realized after completion of maintenance period of 3(Three) months. .
39. In view of the COVID-19 Contractor has to take necessary pre-cautionary measures like wearing of PPE (personal protective equipment) etc., for his staff workmen at site of work at his own cost.
40. The Contractor shall engage one full time Engineer/Supervisor as necessary in execution of works as per the requirement and as per instructions of Engineer-in-Charge, failing which an amount of Rs10,000/- per month will be recovered from your running bills.

CONTRACTOR

EXECUTIVE ENGINEER(RIys)

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

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 quality management systems environment and occupational health & safety by eliminating hazards and reducing OH&S risks .
- ❖ Complying with the applicable statutory and regulatory requirements.
- ❖ Preventing – injury and occupational ill health and pollution.
- ❖ Setting of quality, environment and OH&S objectives.
- ❖ Addressing risk and opportunities.
- ❖ Ensuring the customer satisfaction.
- ❖ Ensuring the promotion of awareness among the workers and the interested parties on quality, environment, health & safety through consultation and participation.

Make available this policy to the public, all persons working under the control of the organization and the interest parties.

CHAIRMAN

Visakhapatnam
Date:26-10-2020

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

DECLARATION

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 :

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

DECLARATION No.2

Table 1: Anti- Profiteering

Section 171(1) CGST Act 2017:

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

Sr. No.	Item description	Discount on account of anti- profiteering clause.	Remarks whether owing to reduction in tax rates or owing to accrual of additional input tax credits

Table 2: GST Detail

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

Availing of Input tax credit _____

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

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

Signature of Authorized signatory:
Name of supplier / service provider:
seal

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

...
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.