विशाखपट्टणम पोर्ट ट्रस्ट अभियंता विभाग



VISAKHAPATNAM PORT TRUST ENGINEERING DEPARTMENT

#### ISO9001 - 14001 - OHSAS 45001 PORT निविदानोटीस / NOTICE NO.IENG/EE(RLYS)/T/Rlys/Track Repair NH Yard/2021Dt.08-04-2021

'सी' ग्रंड अथवा उससे अधिकके विहित प्रपन्न में टेकेदारों अथवा सरकारी / सार्वजनिकक्षेत्रके उपक्रमों सेनिम्न बताए गए कार्यनिर्माण / निष्पादनके लिए उस प्रकारकेकार्यकरने में अनभव प्राप्त ठेकेदारों से विहित प्रपन्न में भुहरबंद निविदाए आमंत्रितकीजाती है ।

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

1.कार्यकानाम /<u>Name of work</u>: Urgent Railway track repair works at N.H Yard, East Yard and Dock area for the period of 40 days

2. Period of completion : 40 ( Forty) days

3. अनुमानित लागत / Amount Put to tender : Rs.1,60,867/-

4. E.M.D./ई.एम.डी::Rs.3,220/-(accepted only online payable through RTGS/NEFT/BankTransfer etc.transaction fee payable to SBI, VISAKHAPATNAM PORT BRANCH, A/C NO.30387186900 IFSC CODE: SBIN0001740.,)

5. निविदा प्रपत्रका मूल्य - (गैर वापसी ) / Cost of tender papers (Non- refundable): Rs.200+ 18% GST=Rs236/-(accepted only online payable through RTGS/NEFT/Bank Transfer etc. transaction fee payable to SBI, VISAKHAPATNAM PORT BRANCH, A/C NO.30387186900 IFSC CODE: SBIN0001740.,)

6.	निविदा अनुरोधकरनेकी अ	मंतिमतिथि / date of request for Tenders:	09-04-2021
7.	निविदा प्रपत्रजारीकरनेकी	अंतिमतिथि / Last date for issue of Tenders:	15-04-2021

8. निविदा प्राप्तकरनेकीतिथि और समय / Date and time for receipt of Tenders: 16-04-2021

14.00 बजेतकनिविदाए उसी दिन १४.०५ बजेके बादखोली /Upto 14.00 Hrs. Tenders will be opened on

16-04-2021 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 बैक / अनुसूचित बैक से रू.६.०० लाख काएक वर्ष के अंदर प्राप्त सपत्रता प्रमाणतथा ए.पि.वी.ऐ.टी. पंजीकरणविवरणजोनिविदाकार उननिविदादस्तावेजोंको वि.पो.ट्र. वेबसाइट ज्र्य्य.उस्झ्रक्क छड़ा. क्य.से व्रदृध्द थ्ट्रइड करना चाहते है. उन्हे इननिविदादस्तावेजोंकीकीमतनिविदा प्रस्तुतकरते समय चुकानो होगे पिचले3 (तीन) वर्षो में31 मार्च वीत्त वर्ष को समाप्त औसत टर्नओवरकाविवरणजो रू. 0.56 लाख सेकमने हो, उसी तरह केकार्य से अनुभवका प्रूफ ( मनदण्ड - आवेदन आमंत्रितकरनेके माह से पूर्व माह के अंतिमदिनको समाप्त पिचले7 वर्षो काइसी प्रकारकेकार्यका सफातापूर्वक निष्पादनका अनुभवका प्रमाण पत्रइस प्रकारके3 संपादितकायाँकाजिसमें प्रतिकार्य अनुमानित लगतके40% सेकमने हो, इसी प्रकारके2 संपदितकायोंकाजिसमें प्रतिकार्य अनुमानित लागतके50% प्रतिशत सेकंमन हो, तथाइसी प्रकारकाएककार्यजो अनुमानित लगतके80% प्रतिशत सेकंमन हो का अनुभव । आवेदक यदि विशाखपटृणम पोर्ट ट्रस्ट में पंजीकृत मे पंजीकृत नहीं है तो सरकारी / सार्वजनिक बेत्र में पंजीकरणका प्रमाण भेजा जाए

Page.2 Contd.,

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 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 Charted Accountant, proof of experience in **P-Way works** i.e., experience of having successfully completed P-Way 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** each costing not less than the amount equal to 40% of the estimated cost (or) 2 (two) **P-Way works completed** each costing not less than 50% of the estimated cost (or) 1 (one) **P-Way work completed** costing not less than 80% of the estimated cost and proof of Registration with Government / Public Sector undertaking in respect of applicants not registered with Visakhapatnam Port Trust. If any amendment or addendum will be issued before opening of the Tenders and the same may be looked in the VPT Web site and any further clarifications can also obtained from CE's office VPT.

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.

Copy to:	SE(CP)- for information.				
Copy to:	FA&CAO/Nodal Officer, IT / V.Ofor information.				
Copy to:	Dy. Director (ITS) along with complete bid document in Soft copy form09 -04-				
	2021publish on the V.P.T. Web site upto 15-04-2021.				
Copy to:	Notice Board / A.S. to arrange display the tender notice on the notice	e bo	ard.		
Copy to:	EE (RLYS) /AE (R) NH 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		For		
Copy to:	The Chief Engineer, DGNP, Visakhapatnam		information		
Copy to:	The Chief Engineer, NAVY, Visakhapatnam		with a		
Copy to:	The Supdt. Engineer, CPWD, Visakhapatnam		request to		
Copy to:	TheSupdt.Engineer,R&B,Visakhapatnam	$\geq$	arrange wide		
Copy to:	The Supdt. Engineer, Public Health Visakhapatnam		publicity		
Copy to:	The Chief Engineer, VMC, Visakhapatnam		P		
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

1. Percentage Rate of tenders are invited for the work of "Urgent Railway track repair works at N.H Yard, East Yard and Dock area for the period of 40 days".

#### ESTIMATED AMOUNT PUT TO TENDER: Rs.1,60,867/-

- 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: <u>Rs.3,220/-</u>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.

- 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 lakh 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.
- 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.

CONTRACTOR

EXECUTIVE 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)

NAME OF WORK: Urgent Railway track repair works at N.H Yard, East Yard and Dock area for the period of 40 days

a)	If several sub works are included they should be detailed in a separate list	:	Urgent Railway track repair works at N.H Yard, East Yard and Dock area for the period of 40 days
b)	Estimated Cost	:	Rs. 1,60,867/-
c)	Earnest Money	:	Rs.3,220/-
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 Performa 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.	:	40 (Forty) days
g)	Maintenance period	:	Nil

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 thereof 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.3,220/-/</b> -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 should I / We fail to
Strikeout (b)if any Cash Security Deposit is taken	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,
Receipt attached as Earnest Money (A) the	otherwise the said sum of <b>Rs.3,220/-(Rupees</b> <b>Three thousand two hundred twenty</b> <b>only</b> )shall be retained by Government as on account of such SECURITY DEPOSIT as aforesaid or (b) the full value of which shall be retained by BOARD on account of the SECURITY DEPOSIT specified in Clause I (b) of the said conditions of contract.
Signature of contractor before submission Da	ted the day of of tender.

Witness:

Signature of witness to Contractor's Signature

Address:

Occupation:

The above tender is here by accepted byme 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

#### 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.

1.<u>NAME OF THE WORK</u>: -Urgent Railway track repair works at N.H Yard, East Yard and Dock area for the period of 40 days

S.NO	DESCPTION OF THE MATERIAL	APPROXIMATE QUANTITY	UNIT	RATEATWHICHTHEMATERIALSWILLBECHARGEDTOTHECONTRACTOR	PLACE OF DELIVARY
1	2	3	4	5	6
		NIL			

#### **CONTRACTOR**

### EXECUTIVE ENGINEER(Rlys)

# NAME OF WORK:Urgent Railway track repair works at N.H Yard, East Yard and Dock area for the period of 40 days

# <u>SCHEDULE — B</u>

Sl. No.		QUANTITY IN FIGURES AND WORDS	UNIT IN FIGURES AND	RATE IN FIGURES AND WORDS Rs.	AMOUNT Rs Ps
	DESCRIPTION OF WORK	AND WORDS	WORDS	К5.	
1	2	3	4	5	6
1	Supply of labour including necessary tools etc., as directed by the Engineer- in-charge, completeRectification of Railway tracks at NH Yard, East Yard and Dock area a) Gangman,	200	Each	587.40 (Rupees Five Hundred and Eighty seven - Paise Forty only)	117480
	b) Welder 1st class	30	Each	777.70 (Rupees Seven Hundred and Seventy Seven- Paise Seventy only)	23331
2	Supply of industrial Compressed Oxygen Gas in Cylinders to work spot as and when required etc., as directed by the Engineer-in Charge. Complete. NH Yard & East Yard Oxygen Gas Cylinders	151.80	M <sup>3</sup>	46.62 (Rupees Forty six - Paise Sixty Two only)	7,077
3	Supply of industrial Dissolved Acetylene Gas in cylinder to work spot as and when required etc., as directed by the Engineer-in Charge. complete Dissolved Acetylene Gas Cylinders	43.50	M <sup>3</sup>	298.36 (RupeesTwo Hundred and Ninety Eight – Paise thirty Six only)	12,979

Total amount Rs. 1, 60,867/-

# (Rupees One Lakh Sixty Thousand Eight Hundred and Sixty Seven only)

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

# CONTRACTOR

#### **EXECUTIVE ENGINEER- (Rlys)**

# <u>NAME OF WORK</u>: Urgent Railway track repair works at N.H Yard, East Yard and Dock area for the period of 40 days

#### 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 <u>40 Days</u> 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 rates entered in the contract for the various items of work shall be valid for any extent of variation of quantity of each individual item up to 25% subject to total contract value does not get altered by more than 10% No claim whatsoever for extra payment due to variation of quantities will be entertained

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.

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.,

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 Prequalification 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.

v. 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.

33. The work can be foreclosed at any time and the decision of Engineer-in-charge would be final and binding. The workdone 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.TheS.D amount will be realized after completion of the work.

39. In view of the COVID-19 Contractor has to take necessary pre-cautionary measureslike 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 Rs.10,000/- per month will be recovered from your running bills.

CONTRACTOR

#### EXECUTIVE ENGINEER(Rlys)

#### 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 objectivities.
- ✤ 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

Station: Visakhapatnam Dt :

# NAME OF WORK: Urgent Railway track repair works at N.H Yard, East Yard and Dock area for the period of 40 days

#### **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	Remarks whether owing to
	L L		reduction in tax rates or owing to
		1 0	accrual of additional input tax
			credits

# Table 2: GST Detail

Sr.	Item	HSN /	Erstwhile Tax	Applicable	Applicable
No	description	SAC	Rates(Excise Duty,	GSTIGST	GST%
		code	Service Tax,	· ·	
		(as	VAT/CST) including	ST)	
		applica	entry tax and any	UTGST	
		ble)	other tax subsumed		
			in 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

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#### **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.