



ISO9001 - 14001 - OHSAS 18001 PORT
TENDER NOTICE No.IENG/EE (East)/Repairs to pot holes at Convent Jn./2021
Dt.31-08-2021

Sealed Tenders in the prescribed pro forma are invited for the work mentioned hereunder from reputed contractors having experience in executing **Civil Works**.

1. Name of work: - Repairs to pot holes in existing BT Road near Convent Junction at GVMC STP.
2. Estimated Cost :- **Rs: 1,59,044/-(Excluding GST)**
3. E.M.D : **Exempted (as per Ministry of Finance Circular no. F.9/4/2020-PPD Dt.12.11.2020)**
4. Cost of Tender papers (Non- refundable): **Rs.200/-+36/-(18% GST)=236/-**
5. Last date of request for Tenders: **07-09-2021**
6. Last date for issue of Tenders: **07-09-2021**
7. Date and time for receipt of Tenders: **08- 09-2021** Upto 14.00 Hrs. Tenders will be opened on same day after 14.05 Hrs.

Request for issue of Tender papers shall be addressed to the undersigned enclosing as line payment receipt towards cost of tender papers along with copies of Solvency from Nationalized 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 through online and to submit the online transaction details with UTR Number at the time of submission of tender 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. 0.48 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 civil works i.e., experience of having successfully completed civil works during last 7 years ending last day of month previous to the one in which applications are invited should be 3 (three) civil works completed each costing not less than the amount equal to 40% of the estimated cost (or) 2 (two) civilworks completed each costing not less than 50% of the estimated cost (or) 1 (one) civil 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.**

The right of issue of Tenders is reserved.

EXECUTIVE ENGINEER (EAST)

Copy to: S.E (CP)- for information.
Copy to: FA&CAO/Nodal Officer, IT / C.V.O. -for information.
Copy to: Dy. Director (ITS) along with complete bid document in Soft copy form to publish on the V.P.T. Web site up to.08 .09-2021
Copy to: Notice Board / A.S. to arrange display the Tender notice on the notice board.
Copy to: EE (East) /A.E(Roads).
Copy to: SE -II - for information and necessary action.
Copy to: M/s. Builders Association of India, Plot No.43&44, 4th Floor, Siripuram, Visakhapatnam
Copy to: The Garison Engineer, MES, 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, Visakhapatnam
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
wide publicity

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)

- a) Name of the work: : Repairs to pot holes in existing BT Road near Convent Junction at GVMC STP.
- b) Estimated Cost : Rs. **1,59,044/-**
- c) Earnest Money : Exempted as per MoF Circular No.F.9/4/2020-PPD,DT.12.11.2020
- d) Security Deposit : 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.
- f) Time allowed for the above work from date of written order. : 15(Fifteen) Days
- g) Maintenance period : 3(Three) Months

Item No.	Item of Work	Quantity	Unit Per	Rate to be Quotationed	Amount
1	2	3	4	5	6.

CONTRACTOR

EXECUTIVE ENGINEER (East)

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 EMD/BID security amount is Exempted as per
no cash security deposit is to be taken Ministry of Finance Circular no. F.9/4/2020-PPD,dt.12.11.2020.

Strikeout (b) if any Cash Security
Deposit is taken

Receipt attached as Earnest Money (A)
the

Signature of contractor before submission of Tender. Dated the ----- day of -----

Signature of witness to Contractor's Signature Witness:

Address:

Occupation:

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

Signature of the Officer by whom accepted. Dated the ----- day of -----

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 _K.Rama Mohana Rao ,IAS CHAIRMAN of the Board of Trustees has signed on behalf of the Board in the presence of

CONTRACTOR

BID SECURING DECLARATION FORM

To:

The Executive Engineer,
Civil Engineering Department,
Visakhapatnam Port Trust,
Visakhapatnam – 530 035

Ref no. _____

Date: _____

Name of the work: _____

Tender No. _____

Date: _____

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We will be automatically suspended from bidding for any contract with you for a period of _____ years from the date of _____ and blacklisted, if I am / We are in a breach of any obligation under the bid conditions i.e., if I/We withdraw, modify, amend, derogate from the tender during the period of bid validity.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of _____ (insert complete name of Bidder)

Address:

Station:

Dated on _____ day of _____ (insert date of signing)

Seal (where appropriate)

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

SCHEDULE ' A '

Schedule showing (approximately) the materials to be supplied by the Visakhapatnam Port Trust Board under Clause – 10 of the General Conditions of Contract to be executed and the rates at which they are “to be charged for”.

NAME OF WORK:- Repairs to pot holes in existing BT Road near Convent Junction at GVMC STP.

SL. No.	Description of materials	Approx. Quantity	Unit	Rate at which the materials will be charged to the Contractor	Place of delivery
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- NIL -

CONTRACTOR

EXECUTIVE ENGINEER (East)

Note: Visakhapatnam Port Trust will not supply water.

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

Tender Inviting Authority: Chief Engineer, Visakhapatnam Port Trust					
Name of the Work: Repairs to pot holes in existing BT Road near Convent Junction at GVMC STP.					
Contract No: IENG/EE(East)/Repairs Pot Holes Convent Jn/ /2021					
SCHEDULE "B"					
Sl. No.	Description of work	Approx Quantity	Unit	Rates in Figures & words	AMOUNT Rs. P
				Figure	
1	Restoration of BT pot holes by providing and laying of 30-50mm thick of high performance polymer and water scavenger modified bitumen premix permanent pot hole filling material required not any tack coat and can be used for both asphalt and concrete .It should be used in rainy season .content for filling pot holes / spots / patches /trenches including removing and disposal of all filled material, trimming of completed excavation to provide firm vertical faces ,cleaning of surface ,preparing and cleaning the base with water ,laying the polymer modified bitumen material,10mm metal in layers ,compacting ,trimming and finishing the surface to form a smooth continuous surface ,all as per clause 300.4.2 MORTH including use of tools and plants and necessary equipment's and rolling complete including cost of all materials , labour charges, All consumable ,hire charges of Tools and Plants and incidental charges from time to time for finished item of work as per standard specification and as directed by the Engineer In Charge, Complete.	75.00 (Seven ty five)	1m ² (One Squa re mete r)	2120.58 (Rupees two thousand one hundred and twenty and fifty eight paisa only.)	1,59,044/-
	Amount put to tender Rs.				1,59,044/-
	Quoted rate in Words			Rupees One lakh fifty nine thousand and forty four only.	
	Percentage Excess / less over amount put to tender -----%				
	Quoted rate in Words				

CONTRACTOR

EXECUTIVE ENGINEER (EAST)

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

Name of Work: Repairs to pot holes in existing BT Road near Convent Junction at GVMC STP.

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 and General Conditions 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 work should be completed within 15(Fifteen) days from the date of issue work order.
9. It is the responsibility of the Contractor to see that the job entrusted is done expeditiously with safety and in time. A penalty of $\frac{1}{2}$ % 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.
10. The VPT reserves the right to withdraw any item of Tender or to cancel the subject Tender without assigning any reason.
11. Statutory deductions will be made from the bills.
12. 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 30%.
13. 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.
14. The Standard VPT conditions, which are not mentioned, are also applicable to this work.
15. 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 45001-2015) for their activities.
16. The rates quoted in the schedule-B are excluding GST, GST will be paid as per norms.
17. 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.

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18. 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.

19. No claim will be entertained for fluctuation in market rate of any labour, materials on transportation etc., during the period of contract.
20. No escalation clause will be entertained at any stage of the contract.
21. **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.
22. 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.
23. The Contractor shall abide by all statutory regulations, labour rules, insurance, safety codes, P.F. contribution, Minimum wages act in force and as applicable during execution of the contract and obtaining clearance from Visakhapatnam Port Trust and relevant authorities as and when required.
24. 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.
25. Visakhapatnam Port Trust will not supply water.
26. The Security deposit 10% of the gross bill amount will be refunded only after satisfactory completion of the maintenance period.
27. 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.,
28. 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.
29. Opening of the Tender on 08-09-2021 after 14.05 hours
30. The Port working hours are from 08.30 AM to 1.00PM and from 02.00 PM to 5.30PM. Any work requiring supervision carried out by the contractor beyond working hours and holidays, the contractor shall apply in writing in advance of such work to arrange supervision. The incidental charges for such supervision shall be borne by VPT.
31. GST in respect supply of goods & Services 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.
32. According to GST Act every dealer is liable to be registered whose aggregate turn over exceeds Rs.20.00 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
33. 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.
34. The supplier/Contractor is required to remit GST as per the "Tax Invoice and file the details in GSTR 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.

CONTRACTOR

35. GST Conditions:

- a) GST in respect Supply of Goods & Services or on works contract as applicable in respect of this contract should be payable by the supplier / service provider / contractor and ort trust will not entertain any claims with effect from 01-07-2017.
- b) 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.
- c) The applicable TDS as per the central GST (CGST) Act will be deducted as and when notified by the Government.
- d) 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.
- e) The supplier/contractor is required to remit GST as per the "Tax Invoice" and file the details in GSTR 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.
- (f) The rate quoted shall be exclusive of GST and GST as applicable shall be extra.
- (g) The supplier / contractor shall have to provide HSN code / SAC code and the responsibility of applying the correct rate of Tax in GST regime shall be on the supplier / contractor. The supplier / contractors is not entitled for any other taxes / cesses which are subsumed in GST except for applicable GST mentioned in the Tax Invoice.
- (h) The Central excise duty, VAT and TDS on works contracts, Service tax, Octroi, Entry tax etc. which are subsumed in GST are no more applicable in the present GST.
- (i) Supplier / Contractor is to submit Tax Invoice (for taxable supplies) as per the governing provisions of GST law and all the particulars which are mandatorily required to be mentioned in Tax invoice etc. shall have to be necessarily mentioned in such Tax Invoice. The amount of GST claimed in the Tax Invoice shall be final and any future claim by the supplier / contractor shall not be entertained by VPT under any circumstances.
- (j) In case of further change in the tax structure till the date of completion of work or in case any error is noticed in the calculation of amount payable / recoverable the same shall be paid by VPT or else recovered from the bills or security deposits or any other amounts payable to the supplier / contractor.
- (k) In case the value charged / tax charged in the tax invoice is found to be less than the taxable value or tax payable in respect of such supply, the same shall not be entertained by VPT unless the supplier / contractor who has supplied such goods or services or both, shall issue to the VPT a debit note / supplementary invoice containing such particulars as may be prescribed.
- (l) The supplier of goods / services / composite supplies / works contractor has to mandatorily remit the GST collected from VPT to the Government. In case of any non-payment of GST by such supplier of goods / services / composite supplies / works contractor which has the adverse effect on the input tax credit availed by VPT if any, such amount together with interest shall be recovered from the bills / tax invoices / any other amounts payable to the supplier / contractor.

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- (m) VPT is liable to deduct TDS if applicable as per the provisions of Section 51 of CGST Act from the date notified by VPT at the applicable rates.
- (n) The components viz. Labour cess, TDS as per Income tax Act 2017, Seignorage fee etc. viz. taxes / cesses which are not subsumed in GST shall be applicable as it is and there is no change in such recovery procedure and the same has to be continued.
- (o) In terms of clear provisions under Section 171 (1) of CGST Act, the supplier / contractor shall have to pass on the benefit in the form of reduction in prices in case there is any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit. Accordingly, the contractor has to submit a Declaration (Declaration No.2) attached herewith.
- 36.(I) The bidders should pay the Transaction Fee (non-refundable) and 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 is SBI, Visakhapatnam Port Branch, A/c No. 30387186900, IFSC: SBIN0001740.
- ii) The Ministry of Finance guidelines issued vide OM No. F.9/4/2020-PPD dated 12.11.2020 regarding Bid Security / Earnest money Deposit / Performance Guarantee / Security deposit instructions will be applicable for all the tenders till 31.12.2021. If any new guidelines are issued by the Government of India, the same will be followed strictly.
- (iii) The bidders those who are claiming EMD Exemption as per Ministry of Finance Guidelines No.F.9/4/2020-PPD dated 12.11.2020, are advised to submit "Bid Securing Declaration" towards EMD and same should be submitted along with technical bid failing which the bid shall be summarily rejected.
- (iv) 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. VPT shall not be liable / responsible for any connectivity / internet problem either with user side / NIC / Bank. It is in the own interest of the bidders, bidders may get it verified from Bank that the requisite money has been received by VPT for the NIT in which they are participating.
- (v) 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.

37. Micro and small enterprises registered with NSIC / Ministry of MSME with adequate monitory limits are exempted from payment of tender cost and EMD amount for participating in V.P.T tenders for the execution of works/ AMC works

38. 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.

CONTRACTOR

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.

41.Any damage loss, thefts etc. of the accessories of plant and machinery shall be to the account of the contractor and the contract shall arrange watch /security etc., himself at his cost.

CONTRACTOR

EXECUTIVE ENGINEER (EAST)

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

NAME OF -----WORK: Repairs to pot holes in existing BT Road near Convent Junction at GVMC STP.

DECLARATION No. 1

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 authorized 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 implication 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: