

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

1. ORGANISATION : VISAKHAPATNAM PORT TRUST
2. DEPARTMENT : Civil Engineering
3. NIT NUMBER : IENG/Estate/Valuation /T/ 2021, Dt. 16 – 09 – 2021
4. NAME OF THE WORK : Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five(5) years for TAMP approval – 3rd call
5. ESTIMATED AMOUNT PUT TO TENDER : Rs. **1,10,000/-**
6. PERIOD OF COMPLETION : **1(One) month.**
7. FORM OF CONTRACT AND CLASS OF CONTRACT : Reputed Chartered Engineers / Valuers having experience in Valuation of land works.
8. BIDDING TYPE : Open
9. BID CALL NO. : 3rd call
10. TYPE OF QUOTATION : Percentage
11. TRANSACTION FEE PAYABLE TO FA& CAO, VPT, PAYABLE AT VISAKHAPATNAM : **Rs.500+90 (18% GST) = Rs. 590/-** to be paid through RTGS / NEFT / Bank transfer to Bank account no. **30387186900** with State Bank of India, Visakhapatnam Port Branch, Visakhapatnam with IFSC code no. **SBIN0001740**
12. SOLVENCY : Deleted
13. AVERAGE ANNUAL TURNOVER DURING LAST THREE FINANCIAL YEARS : Deleted
14. EMD / BID SECURITY : Rs 2,200/- to be paid through RTGS / NEFT / Bank transfer to FA & CAO / VPT
15. EMD / BID SECURITY DD PAYABLE TO : FA & CAO, VPT payable at Visakhapatnam
16. BID DOCUMENT DOWNLOADING START DATE : **16 - 09 - 2021 from 13.00 hours**
17. PRE-BID MEETING : **01 - 10 - 2021 at 11.00 hrs**
18. BID DOCUMENT DOWNLOADING END DATE : **18 - 10 - 2021 up to 13.00 hours**
19. LAST DATE AND TIME FOR RECEIPT OF BIDS : **18 - 10 - 2021 up to 14.00 hours**
20. BID VALIDITY : **120 days**
21. TECHNICAL BID OPENING DATE & TIME : **18 - 10 - 2021 after 14.00 hours**
22. OFFICER INVITING BIDS : Chief Engineer, VPT, VSP
23. BID OPENING AUTHORITY : Sr. Asst. Estate Manager, VPT, VSP
24. ADDRESS : O/o Chief Engineer, 3rd floor, Visakhapatnam Port Trust, Visakhapatnam – 530 035.
25. CONTACT DETAILS : 0891-2873300,2873332,2873515,2873337

The tenderer who wishes to participate shall submit the tender documents to the VPT. Proof of experience i.e., experience of having successfully completed **works in land valuation** during last 7 years ending last day or month previous to the one in which applications are invited should be 3 (three) works in land valuation completed each costing not less than the amount equal to 40 % of the estimated cost (or) 2 (two) works in land valuation completed costing not less than 50% of the estimated cost (or) one work in land valuation completed costing not less than 80% of the estimated cost.

The tenderers may keep a watch for further amendments if any at www.vizagport.com before submitting the bids and any further clarifications can also obtained from CE's office of VPT.

In case of any inconsistency between conditions in the document/ amendments/ corrigendum/ clarifications, the decision of the Engineer-in-charge shall be final.

CHIEF ENGINEER

Copy to: JD (R & P) / AE(Est / tender) along with complete bid document in soft copy form to display in the website: www.vizagport.com on 16 – 09 – 2021 and kept up to 18 - 10 - 2021 up to 14.00 hrs

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

Copy to: I & PRO for information and arrange to publish in Newspapers

Copy to: Dy. Director (EDP) for information

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

Copy to: Dy.CE / Sr. AEM / AE(Est)

Copy to: SE-1 - for information and necessary action.

Copy to: Institution of Valuers, Surya Arcade, 2nd floor, Opp. To Venkatarama Nursing home, Visakhapatnam – 530 016

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, Visakhapatnam

Copy to: The Supdt. Engineer, Public Health Visakhapatnam

Copy to: The Chief Engineer, GVMC, Visakhapatnam

Copy to: The Chief Engineer, VUDA, Visakhapatnam

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

Copy to: The Chief Engineer, M/s. RINL., Steel Plant, Visakhapatnam

Copy to: The Chief Engineer, M/s.NTPC., Visakhapatnam

Copy to: The Chief Engineer, M/s.NHAI., Marripalem, Visakhapatnam

Copy to: Indian Trade Journal (ITJ) published by the Director-General of Commercial Intelligence, Kolkata

For information
with a request
to arrange
wide publicity

VISAKHAPATNAM PORT TRUST

ISO 9001, ISO 14001 & OHSAS 18001

TENDER FOR

Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five(5) years for TAMP approval – 3rd call .

CHIEF ENGINEER
ENGINEERING DEPARTMENT,
VISAKHAPATNAM PORT TRUST,
III RD FLOOR, ADMINISTRATIVE OFFICE BUILDING,
PORT AREA, VISAKHAPATNAM – 530 035
ANDHRA PRADESH, INDIA

Tel: 0891-2873300, 2873332
2873515,2873337

Fax: 91-891-2565023

E-mail: info@vizagport.com / cevizagport@gmail.com
estatevpt@gmail.com

Website: www.vizagport.com

Procedure for bid submission:

a. Bids shall be submitted in sealed cover with all relevant documents to Chief Engineer's Office, 3rd Floor, AOB VPT superscribed with **"Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five (5) years for TAMP approval – 3rd call"** on or before **18 - 10 - 2021**.

b. The copies of receipts UTR of bank transaction in respect of transaction fee and EMD shall be enclosed in the cover.

2. General Terms & Conditions

a. **Transaction fee:** All the participating bidders shall pay a transaction fee (non-refundable) in on-Line transaction for **Rs.590/-** to be paid through RTGS / NEFT / Bank transfer to Bank account no. **30387186900** with State Bank of India, Visakhapatnam Port Branch, Visakhapatnam with IFSC code no. SBIN0001740. Bidders registered with NSIC / Ministry of MSME are exempted from paying **Transaction fees**.

b. E.M.D. Rs 2,200/- to be paid through RTGS / NEFT / Bank transfer to FA & CAO / VPT. Bidders registered with NSIC / Ministry of MSME are exempted from paying **EMD**.

c. Class of contractor Eligible: Reputed Chartered Engineers / registered valuers registered with Chief Commissioner of Income Tax under Section 34 AB of Wealth Tax Act 1957 either in immovable property / or plant and machinery having experience in Valuation of land works.

3. Even though the Tenderers meet the qualifying criteria, they are liable to be disqualified /debarred /suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- Participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
- Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over by VPT

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

5. A tenderer / Bidder submitting a Tender or Bid which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the VPT or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

6. One Tender per Tenderer:

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

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

a. Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.

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

8. Modification to the Tender.

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

TENDER OPENING AND EVALUATION

9. Tender opening

a. The tenderers or their authorised representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorisation only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, read out and record the deficiencies if any, which shall be binding on the tenderer.

b. The technical bid containing qualification requirements as per Annexures I & II and Statement I to VII will be evaluated by the tender opening authority and the minutes are recorded which will be signed by the tender opening authority as well as tenderers or their authorised representatives present.

10. Clarification on the tender / bid.

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

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

11. Bid Opening:

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

12. Evaluation and Comparison of Bids

The Superintending Engineer will evaluate and compare the bids of all the qualified Tenderers.

13. Process to be Confidential.

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

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

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

d. Tenders will be finalized by the /Sr.Asst. Estate Manager / Superintending Engineers / Chief Engineer / VPT according to the powers vested with them.

NOTICE INVITING TENDERS

1. Percentage Rate tenders is invited for the work: Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five (5) years for TAMP approval – 3rd call
ESTIMATED AMOUNT PUT TO TENDER: **Rs.1,10,000/-**
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.590/- to be paid through RTGS / NEFT / Bank transfer to Bank account no. **30387186900** with State Bank of India, Visakhapatnam Port Branch, Visakhapatnam with IFSC code no. SBIN0001740. Bidders registered with NSIC / Ministry of MSME are exempted from paying the above transaction fees .
4. The time allowed for completion of the work will be mentioned therein. Earnest money amounting Rs **2,200/-** to be paid through RTGS / NEFT / Bank transfer to FA & CAO / VPT. Bidders registered with NSIC / Ministry of MSME are exempted from paying the above EMD fees.
5. 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 Deposit of L-1 (successful) bidder will be refunded after award of work and on submission of performance Guarantee.
6. 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 reason. All tenders in which any of the prescribed condition are not fulfilled will be rejected.
7. 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.
8. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
9. (a) The contractor should not introduce item rates such tenders will be rejected.
(b) The percentage shall be quoted in figures and words and shall be accurately filled in.
10. The tenderer 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.
11. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of Government of India is allowed to work as a 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 has not obtained the permission of the Government of

India as aforesaid before submission of the tender or engagement in the Contractor's service as the case may be.

12. The 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.
13. The successful tenderer(s) shall execute an agreement with Visakhapatnam Port Trust Board on a Non-judicial stamp paper in the prescribed form.
14. 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.
 - (a) The tax deduction at source towards GST, the bidders to furnish the GST registration, GST tax invoice etc., as per the guidelines of GST. The necessary recoveries will be made under GST law is applicable. The proof of GSTN etc., shall be furnished along the e-tender.
15. The tenderer should read the specifications and study the working drawing and special conditions etc., carefully before submitting the tender
16. The contractor should have ESI, EPF registration. The contribution towards the ESI & EPF is to be made as per rules in force. The other allowances, levies as applicable to the contract are to be paid by the contractor as per the rule
17. The Contractor to whom the work is awarded shall invariably produce the PAN Number obtained from the Income Tax Authorities, along with proof.
20. The contractor shall submit the required documents as per the Checklist enclosed (Annexure-V) along with tenders. The tenders received without required documents as per the checklist will be liable for rejection.
21. 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.
22. 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.
23. Tenderers shall submit the experience/completion certificates along with their tender, duly notarised.
24. 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.
25. The rate to be quoted should be exclusive of G.S.T. component, if the contractor / firms claims / bills / invoices contains G.S.T. registration No., the G.S.T amount will be admitted for payment without insisting for G.S.T. challan.
26. Income Tax @ 1% is applicable in case of payment to a resident Contractor/Sub- Contractor being an individual or HUF and for the payments in respect of resident Contractor / Sub- Contractor other than individuals and HUF, IT @ 2% is applicable under Section 194(C) of Income Tax Act.

CONTRACTOR

SUPDT. ENGINEER - III

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

CHECK LIST TO THE TENDER SCHEDULE

(The documents to be submitted by the tenderers for acceptance of the tender)

1. EMD -- Submitted / NA
(For amount as mentioned in the NIT)
2. Cost of tender schedule -- Submitted / NA
(In case of tender schedule down loading from VPT Website)
3. Proof of experience in executing similar nature -- Submitted / NA
of works completed during last 7 years.
(Similar completed works should be,
3 (three) works each costing not less than 40% of the estimated cost
(or)
2 (two) works each costing not less than 50% of the estimated cost
(or)
1 (one) work costing not less than 80% of the estimated cost.
4. Proof of Registration of valuer / Chartered Engineer -- Submitted / NA
5. Annexure-I, II, -- Submitted / NA
Annexure-I - list of works completed during last 7 years
Annexure-II - list of works on hand.

Signature of the Tenderer

VISAKHAPATNAM PORT TRUST
CIVIL 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 Work : Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five (5) years for TAMP approval -, 3rd call
- b) Estimated Cost : **Rs. 1,10,000/-**
- c) Earnest Money : Rs 2,200/- to be paid through RTGS / NEFT / Bank transfer to FA & CAO / VPT
- d) Security Deposit (RM+PG) : 5% of the gross bill amount will be recovered
i) Retention Money (RM) towards R.M. from the bills till the entire amount of 5% of the contract value is reached
- ii) Performance Guarantee (PG) : 3% value of Contract amount.
- e) Time allowed for the above work : 1 (One) month
from date of written order to commence.

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

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 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 Rs. **2,200/-** 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 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

Strikeout (b) if any Cash Security Deposit Security Deposit is taken

Receipt attached as Earnest Money(A) the

Rs. **2,200/-** (Rupees Two thousand two hundred 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.

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

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.

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

Name of Work: Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five (5) years for TAMP approval – 3rd call

SCOPE OF WORK

Valuation of Land of VPT :

The work comprises of the following:

1.1 Collection and analysis of relevant data/document for assessment/review of market value of land in Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five(5) years for TAMP approval.

1.2 Assessment of yield on such capital value and determination of rent and upfront premium as per land policy guidelines for VPT issued by the Central Govt. necessary amendments be incorporated, if there be any change in the guideline during pendency of the work.

1.3 Preparation and submission of draft and final valuation report.

1.4 The Contractor will be required to give presentation of their final report before VPT Board/TAMP/Any other committee as may be necessary (even after submission of the report) and would also require to furnish all clarifications to the satisfaction of VPT and TAMP as may be necessary.

1.5 In undertaking of the valuation, the consultant may interact with the concerned officers of VPT as and when necessary.

Location: Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area

CONTRACTOR

SUPDT. ENGINEER - III

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

Name of Work: Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five(5) years for TAMP approval – 3rd call

SPECIAL INSTRUCTIONS TO THE TENDERERS

1. **CLAIMS AND DISPUTES:**

Any claims or disputes arising out of the contract should be promptly submitted in writing to the Engineer-in-Charge within one month from the date of cause of action so that the points at issue could be immediately verified at site by the field officers, facts ascertained and a prompt decision given. Claims raised beyond this time limit will not be entertained. The tenderers shall carefully note this stipulation.

2. **SUB-LETTING:**

Engaging of labour on a piecework basis shall not be deemed to be sub-letting.

3. **EXCEPTED RISKS:**

The “excepted risks” are war hostilities between India and any other country (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or Military usurped power, Civil war (other wise then among the contractor’s own employees) or riot, commotion, or disorder or use or occupation by the Employer of any portion of the works in respect of which certificate of completion has been issued or a cause proven to be solely due to the Engineer-in-charge decision or any such operation of the forces of nature as reasonable foresight and ability on the part of the contractor could not foreseen or reasonably provide against (all of which are herein collectively referred to as the excepted risks “) .

4. **INSURANCE OF WORKS ETC:**

The contractor shall insure in the joint names of the Board and the contractor against all risks of whatever nature viz., all losses or damages from what ever cause arising (other than the excepted risks) for which he is responsible under the terms of the contract and in such manner that the Board and contractor are covered during the period of execution of the works for any loss or damage, occasioned by the contractor in the course of any operation carried out by him for the purpose of complying with his obligations. The said insurance shall cover the following:

- a) The works and the temporary works to the full value of such works executed from time to time.
- b) The materials, constructional plant and other things brought on to the site by the contractor to the full value of such materials, constructional plant and other things, such insurances shall be effected with an insurer and in terms approved by the Board (which approval shall not be unreasonably withheld) and the contractor shall whenever required produce to the Engineer-in-charge or his representative the policy or policies of insurance and the receipt for payment of current premiums provided always that without limiting his obligations and responsibilities as aforesaid nothing in this clause contained shall render the contractor liable to insure against the necessity for the repair or reconstruction of any work constructed with materials or workmanship not in accordance with the requirements of the contract.

CONTRACTOR

If the insurance policies do not take care of any of the risks identified or part of the work involved, the contractor shall indemnify the Board suitably against such risks and works.

5. DAMAGE TO PERSONS AND PROPERTY:

The contractor shall (except if any so far as the specification provides otherwise) indemnify and keep indemnified the Board against all losses and claims for injuries or damages to any person in the employment of the Board or any property of the Board whatever (other than surface or other damage to land or crops being in the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Board against compensation or damages for or with respect to:

- a) The permanent use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.
- b) The right of the Board to construct the works or any part thereof on/over/under/in or through any land.
- c) Interference whether temporary or permanent with any right of a Air way or water or other easement or quasi easement which is the unavoidable result or the construction of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act of neglect done or committed during the currency of the contract of the Board his agents, servants or other contractors (not being employed by the contractor) or for in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect there of or in relation thereto.
- e) Provided further that for the purpose of this clause the expression "the site shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of the carrying out of the works.

6. The Contractor shall insure against such liability with an insurer approved by the Engineer-in-charge which approval shall not be unreasonably with-held and shall continue such insurance during the whole of the time including maintenance period that any persons are employed by him on the works and shall when required produce to the Engineer-in-Charge or his representative such policy of insurance and the receipt for payment of the current premium. If the Contractor / Tenderer shall fail to effect and keep in force the insurance referred to in the above clauses hereof any other insurance which he may be required to effect under the terms of the contract then and in any such case the Engineer-in-Charge or his representative may effect and keep in force any such insurance any pay such premium 'or' premiums as may be necessary for that purpose and from time to time, deduct the amount to be paid by the Engineer-in-Charge or his representative as afore said from any amounts due 'or' which may become due to the Contractor / Tenderer 'or' recover the same as a debt due from the Contractor / Tenderer.

CONTRACTOR

7. Third party insurance:

- 1) Before commencing the execution of the work, the contractor (but without limiting his obligations and responsibilities) shall insure against any damage, loss or injury which may occur to any property (including that of the Board) or to any person (including any employee of the Board) by or arising out of the execution of the works or temporary works in the carrying out of the contract.
 - 2) Such insurance shall be effected with an Insurer and in terms approved by the Chief Engineer save and except any accident injury resulting from any act or default of the board his agents or servants and for at least the amount stated in the Tender and contractor shall, whenever required, produce to the Engineer-in-charge or his representative the policy or policies of insurance and the receipts for payment of the current premiums. The minimum amount of third party insurance shall be Rs.3.00 lakhs.
8. Performance Guarantee:
- a) The Contractor should submit a performance Bank Guarantee (P.G) for **3%** of contract value in VPT's proforma from a Scheduled bank from the date of receipt of work order, failing which the contract would be rescind without any further notice. The P.G. should be obtained for two years period at the initial stage itself.
 - b) The P.G may be accepted in the form of Amount transfer to Port Account, fixed deposit receipt, Banker's cheque or Bank Guarantee (for value more than Rs.5.00 lakhs) from Nationalized Bank / Scheduled bank in the standard proforma of VPT.
9. The EMD of L1 (Successful) bidder will be refunded after award of work and on submission of performance guarantee. The security deposit (SD) consists of two parts viz., (i) Performance Guarantee and (ii) Retention Money. The Retention Money will be the amount deducted from running on account bills @ 5%. The recovery of Retention Money shall commence from the first bill on wards till the entire amount of @ 5% of the contract value is reached. The S.D will be released on completion of contract period. The Authority of release of P.G and R.M is Chief Engineer and Dy. Chief Engineer respectively. τ
10. The contractor shall fulfil all the legal requirements regarding insurance, PF, ESI etc., to the workmen engaged in the work and shall comply all the QMS/EMS/OHSAS existing norms of the organization.
11. Mode of payment: i) 100% of the payment will be made after submission of final report only.

CONTRACTOR

SUPDT. ENGINEER - III

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

SCHEDULE 'A'

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

NAME OF WORK: Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five (5) years for TAMP approval – 3rd call

SL. No.	Description of materials	Approx. quantity	Unit	Rate at which the materials will be charged to the Contractor	Place of delivery
1	2	3	4	5	6

- NIL -

CONTRACTOR

SUPDT. ENGINEER – III

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

SCHEDULE – B

NAME OF WORK: “Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five (5) years for TAMP approval – 3rd call ”

T.I No.	Description of Item	QTY.	Unit	Rate Rs-Ps (in Figures & words)	Amount (in Rupees)
1.	Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five (5) years for TAMP approval.	400.00 Acres	One Acre	275-00	1,10,000/-
Total Amount (in Figures & words)					1,10,000/-
Percentage quoted excess/less over amount put to tender					

CONTRACTOR

SUPDT. ENGINEER - III

**VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT**

NAME OF WORK: Valuation of land (Traffic Department stack yards at various locations in an extent of about 400 Acres) for charging license fee for allotment of land for a period of not more than 11 months for Visakhapatnam Port Trust situated in operational areas and in EXIM Park Area for the next five(5) years for TAMP approval – 3rd call

SPECIAL CONDITIONS

1. All materials and workmanship shall conform to the appropriate Indian Standard Specifications, published by the Bureau of Indian Standards (B.I.S.) of latest versions where they have been formulated, Schedule “B” of the contract, special conditions in addition to the specifications given in the Indian Roads Congress standard specifications and instructions of the Engineer-in-Charge of the work from time to time. Standards issued elsewhere may be used only if approved by the Engineer-in-charge for those items of work only for which appropriate Indian Standards do not exist.

2. **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 Port 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

CONTRACTOR

- (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.
 - (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.
3. The contractor has to make his own arrangements regarding temporary stores, work sheds etc., at his own cost. Land for such work sheds, stores, site office etc., till the work is completed will be given free of rent at a spot approved by the Engineer-in-charge. The temporary sheds shall be constructed with non-inflammable materials like G.I. sheets etc., and shall be removed in reasonable time after the work is completed. In case the Contractor fails to remove the same as aforesaid, the department will remove the same and cost of such removal will be recovered from any amount due to the contractor.
4. As the location of work is in prohibited area the Contractor shall obtain necessary passes from the Commandant, CISF/VPT through the department for himself, his workers, materials, equipment, and vehicles etc., as per rules in force. In view of security requirements personnel/workers of the Contractors shall possess photo identity cards for issue of passes. For this purpose, photo identity cards issued by the Contractors are also valid. For the Contractors/authorised personnel requiring such photo identity cards on a long term basis, same will be issued by the Port, CISF as per rules in force.

CONTRACTOR

5. SHORT LISTING CRITERIA OF TENDERERS

A) **Experience:** The tenderer has to submit Proof of experience of having successfully completed **works in land valuation** during last 7 years ending last day or month previous to the one in which applications are invited should be 3 (three) works in land valuation completed each costing not less than the amount equal to 40 % of the estimated cost (or) 2 (two) works in land valuation completed costing not less than 50% of the estimated cost (or) one work in land valuation completed costing not less than 80% of the estimated cost.

If the delay attributable to the contractor in execution of any completed work is more than 25% of contract period they will not be shortlisted and price bids will not be opened.

B) **Registration:** Proof of registration as a registered valuer registered with Chief commissioner of Income Tax under Section 34 AB of Wealth Tax Act 1957 either the immovable property or plant or machinery category

C) The tenderers will be short listed based on the information regarding qualification criteria such as experience in similar nature of works, etc., submitted by the tenderers along with their tender in a separate sealed cover. Accordingly, price bids of the tenderers those are short listed by Tender Committee will be opened.

6. If any forged / fake documents are submitted by the tenderers, their business dealings with VPT will be banned.

7. 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.

8 **Additional Security:** Not Applicable as per the latest office memorandum issued by the Ministry of Finance.

9. ***The tenderers shall quote their service Tax Registration number registered with Excise and Service Tax Registration along with the tender.***

CONTRACTOR

10. ***If the service tax is applicable for the work, the same will be reimbursed against submission of documentary evidence (challan), in support of payment of the same to the concerned authority.***
11. The Contractor shall investigate and report in writing to Engineer-in-charge about accidents if any taking place at the site of work including near misses cases and based on the reviews take remedial measures and implement the corrective action to ensure safe working condition at site of work.
12. The bidder will have to give a certificate that their firm or company is not having any relationship (direct / indirect) either personal or commercial with any of existing Trustees of VPT.
13. 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
 - vi. 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.
 - vii. 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.
14. Refund of EMD: The EMD will be refunded to all unsuccessful bidders after ~~within 15 days from~~ the date of opening of price bid.
15. No escalation in rates shall be allowed on any account.
16. Conditions stipulated by the Bidder: The bidder shall note that alternative or qualifying tender conditions will not be acceptable. Tenders containing qualifying conditions or even bidders clarifications in any form will be treated as non-responsive and will run the risk of rejection. Price bid of bidders not conforming to the above condition will be returned unopened.
17. No counter conditions should be included in financial proposal. Conditional financial proposal will be summarily rejected.

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.

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 occupational health and safety, environment and quality management systems.

Complying with the applicable legal requirements and other applicable requirements.

Preventing – injury and occupational ill health.

Preventing pollution to the environment by setting sound environmental objectivities.

Enhancing customer satisfaction.

Ensuring promotion of awareness among the employees and the port users on safety, health, environment and quality.

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

CHAIRMAN

Visakhapatnam
Date: 06.08.2011

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

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

NAME OF THE DIVISION: _____

WEEKLY PROGRESS REPORT

WEEK UNDER REVIEW: FROM _____ TO _____

1. Name of the Work :

2. Work Order No. & Date :

3. Name of the Contractor(s) :

4. Scheduled period of completion (in weeks) :

5. Number of weeks completed as on date :

6. Proportionate percentage of progress as on date :
 - a) Expected
 - b) Actual

7. In case of delay during the work under review reasons :

8. Cumulative delay as on date :

9. Steps taken to expedite :

10. Activities on Bar Chart affected:
(Enclosed revised bar chart)

Encl: 1 Revised Bar Chart.

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

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

ANNEXURE– I

NAME OF THE COMPANY / FIRM:

Experience: Works completed

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

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

VISAKHAPATNAM PORT TRUST
ENGINEERING DEPARTMENT

ANNEXURE-II

NAME OF THE COMPANY / FIRM:

Experience: Works in progress

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

**VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT**

GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT FOR WORKS ON PERCENTAGE TENDER

1. All works proposed for execution by the contract will be notified in the form of invitation to tender posted in Public places and signed by the Chief Engineer, Visakhapatnam Port Trust. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender and the amount of the Security Deposit is to be deposited by the successful tenderer and the percentage if any to be deducted from bills, copies of the specifications, designs and drawings and any other documents equipped in connection with the works signed by for the purpose of identification by the Chief Engineer, Visakhapatnam Port Trust shall also be open for inspection by the Contractor at the Office of the Chief Engineer, Visakhapatnam Port Trust during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member, thereof, or in the event of the absence of any member it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under Indian Partnership Act.
3. Receipts for payments made on account of a work when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case, the receipts must be signed in the name of the firm by one of the partners, or by any other person having authority to give effectual receipts for the firm.
4. Any person who submits a Tender shall fill up the usual, printed form stating at what rate he is willing to undertake each item of the work. Tenders which propose any alternation in the work specified in the said term of invitation to tender, on the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the work to which the reference written out on the envelope.
5. The Tender Committee constituted for the purpose, will open tenders in the presence of any intending contractors, who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the Earnest Money forwarded there with shall thereupon be given to the Contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in Rule I. In the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tender shall thereupon be returned to the Contractor making the same.
6. The Board shall have the right of rejection all or any of the tenders and will not be bound to accept the lowest tender.

CONTRACTOR

7. The receipt of any accountant or Clerk for any money paid by the Contractor will not be considered as any acknowledgement of payment to the FA & CAO (Port Trust) and the Contractor shall be responsible for seeing that the procures a receipt signed by the FA & CAO (Port Trust) or a duly authorized Cashier.
8. The memorandum of work tendered for the Schedule of materials to be supplied by the Port Trust Engineering Department and their issue rates shall be filled in and completed in the Office of the Chief Engineer before the tender form is issued to an Intending tenderer without having been so filled in and completed he shall request the Office to have this done before he completes and delivers his tender.

SECURITY DEPOSIT

CLAUSE I:

The person/persons whose tender may be accepted herein after called the Contractor shall (A) within one day for contract of Rs.1,000/- or less, two days for Rs.2,000/- or less and so on upto a limit of ten days of the receipt by him of the notification of the acceptance of his tender deposit with FA & CAO Office (Port Trust) in Cash or Government Securities endorsed to the Financial Adviser & Chief Accounts Officer, VPT (if deposited for more than 12 months) a sum sufficient within amount of the Earnest Money deposited by him with his tender to make up the full security deposit specified in the Tender/ or (B) permit Board at the time of making any payment to him for work done under contract to deduct sum as we will (with the earnest money deposited by him) amount to this will be the same percentage as that in the tender at (C) percent of all monies to so payable, such deductions to be held by Board by way of Security Deposit provided always that in the event of the Contractor a lumpsum by way of Security Deposit as contemplated at (A) above then and such case, if the sum so deposited shall not amount to percent of the total estimated cost of the work if shall be lawful for Board at the time of making any payment to the Contractor for work, done under the contract to make up the full percentage of by deducting a sufficient sum of every such payment at last aforesaid. All compensation or other such of money payable by the Contractor to the Board under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within the days thereafter make good, in case of Government Securities as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

CLAUSE 2(A)

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the Contractor) and the Contractor shall pay a compensation, an amount equivalent to ½% (half percent) per every week of delay subject to a maximum of 10% on the whole contract value as the competent authority whose decision in writing shall be final may decide on the contract value on the whole work as shown by the tender that the work remains uncommenced, or unfinished, after the proper dates and further to ensure good progress during the

CONTRACTOR

execution of the work, the Contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed and three fourths of the work before three fourth of such time has elapsed. In the event of the Contractor failing to comply with this condition he shall be liable to pay as compensation an amount as mentioned above as the competent authority (whose decision in writing shall be final) may decide on the said contract value of the work for every week that the due quantity of the work remains in complete.

NOTE: The Competent Authority in this case the authority empowered to sanction the work.

b. In case the Contractor violates any condition in the contract, or the approved specification and or delivery schedules, the Contractor shall be liable to pay penalty at sum not exceeding 10% of the contract price as decided by the Competent authority.

CLAUSE 3 : ACTION WHEN WHOLE SECURITY DEPOSIT IF FORFEITED.

In any case in which under any clause or clauses of this contract, the Contractor shall have tendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or reduced by instalments or submitted a breach or any of the terms contained in Clause 19 (b) the Chairman on behalf of the Board shall have power to adopt any of the following courses he may deem best suited to the interest of Board.

A(i) To rescind the contract to which the recession notice/order intimating the Contractor under the hand of Chairman or the Authority nominated by Chairman with the approval of Chairman/VPT shall be conclusive evidence and which case the security deposit to the Contractor shall stand forfeited and be absolutely at the disposal of the Board.

(B) To employ labour paid by the Port Trust, Engineering Department and to supply materials to carryout the work of any part of the work, debiting the Contractor with the cost of the labour and price of the materials of the amount of which cost and price a certificate of the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of the value of the work done shall be final and conclusive against the Contractor.

Contract for remains liable to pay compensation if any not taken under clause 3 power to take possession of or require removal of sell contractor's plant.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses, which may be incurred in excess of the sum which could has been paid to the original contractor, if the whole work has been executed by him(of the amount of which excess to certificate in writing of the Engineer-in- Charge shall be final and conclusive shall be borne and paid by the original contractor and may be deducted from any money due to him by Board under the contract or otherwise or from his security deposit or the proceeds of sale thereof a sufficient part thereof.

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(d) In the event of any of the above courses being adopted by the Board, the Contractor shall have no claim to compensation for the any loss sustained by him any reason of his having purchase or procured any materials or entered into any engagement made any advances on account of, or with a view of the executing of the work or the performance of the contract and in the contractor shall be rescinded under the provision aforesaid the Contractor shall not be entitled to recover or be paid a sum for any work thereto for actually performed under his contract unless and until the Chief Engineer, Visakhapatnam Port Trust will have certified in writing the performance, of such and the value payable in respect thereof and he shall only entitled to be paid by the value so certified.

Clause 4:

In any case in which any of the powers, conversed upon the Board by Clause 9 thereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver if any of the conditions hereof and such powers shall at withstanding the exercisable in the event of any future case or default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of Board putting in force either of the power(s) or (c) vested in him, under proceeding clause he may, if he so desired take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may be noticed in writing to the Contractor or his clerk of the work Foreman or other authorized Agent required him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing comply with any such requisition the Engineer-in-Charge any removal them at the contractor's expenses or sell them by auction or private sale on account of the Contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

CLAUSE 5: EXTENSION OF TIME

If the Contractor shall desires and extension of time completion of the work on the grounds of his having been unavoidably hindered in the execution or any other grounds he shall apply in writing to the Competent Authority within 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Competent Authority shall if in his opinion which shall be final reasonable grounds be shown therefore, authorize extension of time, if any as they in this opinion or be necessary or proper.

CLAUSE 6:

On completion of the work, the Contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion but no such certificate shall be given nor shall the work be considered to be completed until the Contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish and cleared off the dirt from all wood work, doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof not until the work shall

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been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this Clause and the removal of scaffolding, surplus materials and rubbish and clearing off dirt on or before the date fixed for the completion of the work the Engineer-in-Charge may at the expenses of the Contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect or any such scaffolding or surplus materials as aforesaid except for any such mutually realized by the sale thereof.

CLAUSE 7: SHALL HAVE PAYMENT ON INTERMEDIATE CERTIFICATE REGARDING AS ADVANCES

No payment shall be made for works estimated to cost less than Rupees one thousand till after the whole of the work been completed and a certificate of completion given. But, in the case of works estimated to more than Rupees one thousand the Contractor shall on submitting the bill therefore he entitled to receive monthly payment proportionate to the part thereof than approved and passed by the Engineer-in-Charge, those certificate of such approval and passing of the sum so, payable shall be final and conclusive against the Contractor. But a such a intermediate payments shall be regarded as payment by way of advance against for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect, or the accruing of by claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-Charge under those conditions or any of them as to the final set-wise or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor, within one month of the date fixed for completion of the work otherwise the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

CLAUSE 8: BILLS TO BE SUBMITTED

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the verified and the claim, as far as admissible adjusted, if possible within the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure-up the said work in the presence of the Contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-Charge may prepare bill from such list which shall be binding on the Contractor in all respects.

CLAUSE 9: BILLS TO BE PRINTED FORMS

The Contractor shall submit bills on the printed forms to be had on application at the Office of the Engineer-in-Charge and the charges in the bills shall always be entered at the rates specified in the tender of in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided not in the tender at the rate hereinafter provided for such work.

CLAUSE 9(A): PAYMENT TO CONTRACTORS THROUGH BANKS.

Payments due to the Contractor may, if so desired by him, be made to his Bank instead of direct to him provided that the Contractor furnished to the Engineer-in-Charge (a) an authorization in the form of a legally valid document each as power of attorney conferring authority on the Bank to receive payment and (b) his own acceptance of the correctness of the account made, but as being due to him by Board or his signature on the bill of other claim preferred against Board before settlement of other claim preferred against Board before settlement by the Engineer-in-Charge of the account or claim by payment to the receipt given by the such bank shall constitute a full and sufficient discharge for the payments, the Contractor should wherever possible present his bills duly.

Nothing herein contained shall operate to create in favour of the Bank any rights of required vice-versa the Board of Trustees of Visakhapatnam Port Trust.

CLAUSE 10:

If the specification or estimate of the work provides for the use of any special description of materials to be supplied the Engineer-in-Charge store, or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores and the prices to be charged there, therefore, the convenience of the Contractor but not so as in any way to control and meaning or defect to this contract, specified in the schedule of memorandum hereto annexured), the Contractor shall be supplied with such materials and stores as required from time to time to be issued by him for the purpose of the contract only and the value the full quantity of materials and stores supplied at the rates specified in the said schedule or Memorandum may be set off or deducted from any such than due or thereafter to become due to the Contractor under the contract, or otherwise or against from the security deposit or the proceeds of the said thereof, if the same is held in Government Securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the Contractors shall remain the absolute property of Board, and shall not on any account be removed from the site of work, and shall at all names be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the same of the completion or determination of the contract shall be returned to the Engineer-in-Charge's stores, if it by a notice in writing under his hand he shall be so require but the Contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

CLUASE 11: WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION DRAWINGS ETC.

The Contractor shall execute the whole and every part of the work in the most substantial and workmen like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully, to the designs, conform drawings and instructions in writing relating to the work side by the Engineer-in-Charge and lodged in his office and to which the Contractor shall be entitled to have access at such office.

Office or in the site of the work for the purpose of inspection during office hours and the Contractor shall if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs, drawings and instructions as aforesaid.

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CLUASE 12: ALTERATIONS IN SPECIFICATIONS AND DESIGNS

A. RATES FOR WORKS NOT IN THE SCHEDULE:

The Engineer-in-Charge shall have power to make any alteration in omissions, from additions to, or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carryout the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work. The time for completion for the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion.

B. PAYMENT FOR VARIATIONS:

Variation permitted shall not exceed 25% in quantity of each individual item and + 10% of the total contract price.

For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below :

- i) Rates and prices in Contract if applicable plus escalation as per contract
- ii) Rates and prices in the current Schedule of Rates plus ruling percentage.
- iii) Market rates of materials and labour, hire charges of plant and machinery used plus 15 % for overheads and profits of contractor.

For items in the Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be :

- i) Rates and prices in contract plus escalation, failing which (ii) or (iii) below will apply
- ii) Rates and prices in the current VPT schedule of Rates plus ruling percentage, in respect of items covered in VPT schedule of Rates.
- iii) Market rates of material and labor, hire charges of plant and machinery used plus 15% for overheads and profits of contractor for items not covered in VPT schedule of Rates.

For such extra work beyond permitted variation, within 14 days of the date of instruction for executing varied work, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

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If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.

If the Nodal Officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

All increases beyond contract provision shall be taken to the notice of the Chief Engineer before execution of the same.

Clause –13 No compensation for alteration or restriction of work to be carried out

If at any time after the commencement of the work the board shall for any reason what-so-ever, not required the whole there of as specified in the tender to be carried out the Engineer-in-charge shall given notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derived from the execution of the work in full, but which he did not derive in consequence of the full month of the work not having been carried out neither shall be have any claim for compensation by reason of any alternations have been made in the original specifications, drawings designs, and instructions which shall involve any curtailment of the work as originally contemplated.

Clause-14:

It shall appear to the Engineer-in-charge or his subordinate in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with materials if any, inferior description or that any materials of articles provided by him for the execution of the work are unsound or of a quality inferior to that contract, the contractor shall on demand, in writing from the Engineer-in-Charge specifying the work materials, or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove the materials or articles as specified and provided other proper and suitable materials or articles at his own proper change and cost, and in the event of his failing to do so when a period to be specified by the Engineer-in-Charge his demand aforesaid then the contractor shall be liable to pay compensation at the rate of 1% on the amount of estimate for eve4ry day to9 exceeding 10 days, while his failure that Engineer-in-charge may rectify with others, the materials articles complained of as the case may be at the risk or expense in all respects of the contractor.

Clause-15: Works be open to inspection contractor or responsible agent to be present.

All works under or in course of execution of executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in- Charge and his subordinate and the contractor shall at all times during the usual work hours and at all other times at which reasonable notice of the intention of the Engineer- in-charge or his subordinate to visit the works shall have been given to be contractor, either himself be present or receive orders and instructions or have a responsible agent duly accorded in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same a force as if they had been given to the contractor himself.

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Clause-16: Notice to be given before work is covered up

The contractor shall give not less than 15 days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work on order that the same may be measured and correct dimension there of be taken before the same so covered up to or placed beyond the each of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense or in default there of no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause-17: Contractor liable for damage done and for imperfections for 3 months after certificate.

In the contract his work people or servants shall break defense injure or destroy any part of building, in which they may be working or any building road, road curbs, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground continuous to the premises in which the work or any part of it is being executed or if any damage shall happen to the work while in progress, from any cause whatever or any imperfections become apparent in it within 3 months. After a certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by the other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at a time there after may become due to the contractor, or from his security deposit or the proceeds of sale, there of or of a sufficient portion there of, the security deposit of the contractor shall not be refunded before the expiry of 3 months.

Clause – 18 : Contractor to supply plant ladders scaffoldings etc.

The Contractor shall supply at his own cost materials (except such special materials if any, as many in accordance with the Contract be supplied from the Engineer-in-Charge stores, cordage, plant, tools appliances implements, ladders, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted and whether including in the specification or other documents forming part of the contract preferred to in these conditions, or not, on which may be necessary for the purpose satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work, and counting weighting and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the purpose of the contractor and the expenses, may be deducted from any money due to the contractor and the contract or from his security deposit of the proceeds of same thereof, or of a sufficient portion thereof. The Contractor shall also or vide all necessary facing and lights required to protect the public from accidents and shall be found to be a the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons of which may with the consent of the contractor be paid to compromise any claim by any said person.

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Clause –18 ‘A’:

In every case in which by virtue of the provision of section-12 sub-section (1) of the workmen’s Compensation Act, 1923 Government is obliged to pay Compensation to workmen employees by the contractor in execution of the works Board will recover from the contractor the amount of the Compensation so paid, and without prejudice to the rights of Board under section12, sub-section-2 of the said Act Board shall be at liberty to recover such amount of the Part there of by deducting it from the Security deposit or from any time due to or otherwise Board shall not be bound to contest any claim made against it under section-12, sub-section (1) or the said Act, except on the written request of the contractor and upon his giving to board full security for almost for which Board might become liable in Vensequence of contesting such claim.

Clause –19 :

No female labour shall be employed within the units of contentment.

Clause –19 (1):

The contractor shall provide all facilities as provided under contract labour (Regulation and Abolition Act) 1970 and other Central / State enactments and shall be responsible for violation of any of the same.

Clause –19(a):

In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this agreement the Contractor Labour (Regulation and Abolition) Act, 1970 and (herein after called the said Act) and Central rules made there under by Government of India and any other Act, Rules and Regulations made by the Central or State Government and such other rules and regulations made applicable by the Board from time to time in regard to payment of wage, wage period deductions from wages, recovery of wages not paid and deduction unauthorisedly made, maintenance of wage registers, wage cards, publication of scale of wages all terms returns and the maintenance of necessary health and sanitary arrangements.

(b):

The contractor shall obtain the necessary licence for employing the Contract labour for executing the work, now contracted upon as per the said Act and rules within 15 days from the date of work order and shall ensure to maintain the same effective throughout the period of this contract at his own cost. The decision of the Board and or Asst. Labour Commissioner (Central) Regarding the applicability of the Act is final and binding on the contractor.

(c) :

The contractor shall in no case, commence the work, unless be obtained and produce the licence under the Act and the time for completion of work as given in the tender is inclusive of the time required to obtain produce the said licence.

(d):

If the Port is caused to pay reimburse or incur such amount as may be necessary to cause or to observe for non observance of the provisions stipulated in Clause-19(a) mentioned above, on the part of the contractor the Engineer-in-Charge shall have the right to deduct from any moneys due to the Contractor his security deposit or recover from the Contractor personally any sum required or estimated to be recovered for making good the loss or damages suffered by the Board.

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(e):

It shall be the duty of the Contractor to obtain a licence under the Act for such number of workmen as may be necessary for the completion of the work within the prescribed time and any recommendation regarding the number of workmen made by the Engineer-in-Charge shall not absolve the Contractor from his responsibility in completing the work within the prescribed time.

(f): The contractor shall also observe the following conditions :

- i) No female labour shall be employed within the limits of cantonment
- ii) No labour below the age of 12 years shall be employed.
- iii) The Contractor shall pay not less than minimum wage to labourers engaged by him on the work.

EXPLANATION:

“Minimum Wage” means whether for time or piece work notified by the Ministry of Labour Employment and Rehabilitation (Replacement of labour and Employment). New Delhi as made applicable for works under this organization and the minimum wage act and where such wages have not been so notified the wages prescribed by the Central Public Works Department for the District in which the work is done or such rates as would be notified by the Board from time to time.

- iv) The Contractor shall notwithstanding the provision of any contract to the contrary, cause to be paid minimum wage to labourers indirectly engaged on the above work including any labour engaged by his sub – contractors in connection with the said works as if the labourers had been immediately employed by him.
- v) Vis-à-vis the Board, the Contractor shall be primarily liable for all payments to be made under area for the observance of the Act Rules and Regulations aforesaid without prejudice in his right to claim indemnity from his Sub-contractor.
- vi) The Contractor shall at his own expenses provide or arrange for the provision of foot-wear for any labour doing cement mixing work (The Contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to cost thereof from the Contractor.
- vii) The Contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge, as true statement showing respect of the second half of the proceeding month and first of the current month respectively (1) the number of labourers employed by him on the work (2) their working hours, (3) the wages paid to them, (4) the accidents that occurred using the said fortnight showing the circumstances under by them and (5) the number of female workers who have been allowed maternity benefit according to Clause-19-C and the amount paid to them failing which the Contractor shall be liable to pay to the Board, sum not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the Contractor the amount levied as fine.

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(g)

Maternity benefit rules for female workers employed by Contractors, leave and pay during leave shall be regulated as follows:

1. **LEAVE:** i) In case of delivery, maternity leave not exceeding 3 weeks, 4 weeks up to and including the day of delivery and 4 weeks, following that day.
ii) In case of miscarriage up to 3 weeks from the date of miscarriage.
2. **PAY:** In case of delivery, leave pay during maternity leave will be at the rate of the Women 's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately proceeding the date on which gives notice that the expects to be confined or at the rate of 75 paise a day whichever is greater.

ii) In case of miscarriage, leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately proceeding the date of such miscarriage.
3. **CONDITIONS FOR THE GRANT OF MATERNITY LEAVE:**
No maternity leave benefit shall be admissible to a women unless she has been employed for a total period not less than 6 months.

Clause – 20 Work on Sundays work not to be sublet contract may be rescinded and security deposit for sub-letting bribing of the contractor become insolvent.

Act, Rules and Regulations aforesaid shall be deemed to be apart of this contract and any breach thereof shall be deemed to be a break of this contract.

Clause – 21:

The Contract shall not be assigned or subject without the written approval of the Engineer-in-charge, and if the Contractor shall assign or sublet this contract or attempt so to do, or becomes insolvent or commence any insolvency proceedings or make any composite or with this creditors or attempt so to do or it any bribe, gratuity, gift lead perquisite reward for advantage, precautionary and otherwise shall either directly or indirectly be given promised or offered by the contractor, or any of his servants of agents, to any public office or person in the employ of Board in any way relating to hi office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Board and the same consequences shall ensure as if the contract had been rescind under Clause –3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contractor.

Clause – 22: Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss changes in constitution of firm works under direction of the C.E. settlement of dispute.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to the applied to the use of Board without reference to the actual loss or damage sustained and or not any damage shall have been sustained

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Clause – 23:

In the case of a tender by partners any change in continuation of the firm shall be forthwith notified by the Contractor to Engineer-in-Charge for his information.

Clause – 24:

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Chief Engineer, Visakhapatnam Port Trust for the time being who shall be entitled to direct at what point or points and on what manner they are to be commenced and from time to time carried on.

CLAUSE No 25 to 29 deleted.

CLAUSE – 30 Stores of European manufacture to be obtained from Board.

The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American Manufacture which may be required for the work or any part thereof or in making up articles, required therefore, or in connection there with unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule attached to the contract and if they are not entered in the Schedule they will be debited at cost price which for the purpose of this contract include the cost of carriage and other expenses, whatever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

CLAUSE – 31: Lump sums in estimates.

When the estimate on which the tender is made include lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable, under this contract for such items, or if the part of the work in question is not in the opinion, of the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contract with regard to pay sum or sums payable to him under the provision of this clause.

CLAUSE- 32: Action where no specification.

In the case of any class of work for which there is no such specifications as in mentioned in Rule-I such work shall be carried out in accordance with the district specification and in the event of there being so strict specification then in such cases the work shall be carried out in all respects in accordance with the instructions and requirement of the Engineer-in-charge.

CLAUSE- 33: Definition of work.

The expression “work” where used in these conditions shall unless there be something either in the subject context repugnant to such construction be construed and take to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

INTERPRETATION CLAUSE:

The Board means the Trustees of Visakhapatnam Port Trust and its successors.
Works importing the singular number only include the plural number and vice-versa.

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CLAUSE – 34: Care to be taken for underground cables/pipelines.

Service lines such as electricity cables, fibre optic I.T. cables, water supply lines, sewer and drainage pipes, telecommunication cables etc., are embedded in the port roads, road side berms hard surfaced areas, pavements etc. The fibre optical I.T. cable is very costly and if damaged requires replacement for full length as jointing would be ineffective.

The contractor, therefore, before commencing any excavation shall seek the specific clearance of the route proposed for excavation from the Engineer-in-charge. Notwithstanding such approval he shall be responsible to take necessary precautions by way of deploying suitable means and restraint to avoid damage to any of the service lines. In case of any damages caused during excavation or subsequently during progress of the work, the contractor should replace the same forthwith to original design with material procured from manufacturers approved by V.P.T. as required, at his cost, failing which, recovery of cost thereof including cost of down time of the facility as evaluated by the Engineer-in-charge, would be effected from the bill amounts payable to the contractor.

Further, earthwork excavation in such areas should not be undertaken with mechanical means such as proclaimer/JCB/Earth mover etc., it should be carried out by the contractor manually taking proper precautions.

ADDITIONAL CONDITIONS:

1. **MATERIALS OBTAINED FROM DISMANTLEMENT:**

Contractor in course of their work should understand that all materials (i.e. stone And other materials obtained in the work as dismantling etc., will be considered As Board property and will be disposed off to the best of advantage of the Board.

2. The contractor under take to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish etc., will be removed to the place fixed by the Engineer-in-charge and nothing extra will be paid.

3. INCONVENIENCES TO PUBLIC;

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

4. HUTTING FOR LABOUR;

The contractor(s) shall at his/their own cost provide his/their labour with hutting on the approved site and shall make arrangement for conservancy and sanitation in the labour camp to the satisfaction of the local public health and Medical authorities. He also make arrangement at his/their own cost for laying of pipe lines for water supply to his/their labour camp from the existing mains whenever Available and shall pay all fees charges and expenses in connection with and Incidental thereto.

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5...PROHIBITION AGAINST THE EMPLOYMENT OF COAL MINES OR CONTROLLED AREA LABOUR:

The contractor shall not employ coal mining or controlled area labour failing under any category whatsoever on or in connection with the work or recruit labour from area within the radius of 20 miles of the controlled area. Subject to above the contractor shall employ imported labour only i.e., depot imported or labour imported labour by contractor from area from which import is permitted.

Where ceiling price for imported labour has been fixed by provincial or Regional Labour Committee not more than the ceiling price shall be paid to the labour by the Contractor.

The Contractor shall immediately remove any labour, which may be pointed out by the Engineer-in-charge as being a coal mining or controlled area labour. Failure to do so shall tender the Contractor liable to pay the Board a sum calculated at the rate of Rs.10/- per day per labour. The Certificate of the Engineer-in-charge about the number of the coal mining or controlled area labour and the number of the days, which they worked, shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested with the remaining of the exception of Section-74 of the Indian Contract, 1972.

6. CONDITIONS REGARDING WATER SUPPLY ARRANGEMENTS:

If the water required to execution of work is supplied to the Contractor by Board. It will be subject to the conditions and rates laid down in the local rules or the supply of water in force at the time of the acceptance of the contract. The Contractor shall make his own arrangements for water connections and laying pipelines of sources of supply from existing mains.

7 .DELAY IN OBTAINING MATERIALS BY THE DEPARTMENT:

Owing to difficulty in obtaining certain materials in the open market the Board Have undertaken to supply materials specified in Schedule 'A' of the tender form At rates stated therein. There may be delay in obtaining the materials by the Department and Contractor is therefore required to keep himself in touch with The day to day position regarding the supply materials from the Engineer-in- Charge and to so adjust the progress of the work that labour may not remain Idle nor may there be any other claim due to or arising from delay in obtaining The materials. It should clearly understand that no claim whatsoever should be entertained by the Board on account of delay in supplying materials.

8. RETURN OF SURPLUS MATERIALS:

Notwithstanding any thing contained to the contrary in any or all of the clauses Of this contract where any materials for the execution of the contract or procured with the assistance of Board either by issue from Board stocks or purchase made under orders of permits or license issued by the Board the Contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the permission of the Board and return if required by the Engineer-in-charge all surplus

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or unserviceable materials that May be left with him after the completion of the contract at its termination of\ any reason whatsoever on being paid or credited such price as the Engineer-in Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the storage charge if any. The decision of the Engineer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to the action or contravention of the terms of the license or permit and or for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of breach.

9. EXTENSION OF THE LIMIT FOR COMPLETION OF WORK:

If the contractor shall desires on extension of the time for completion of the work under Clause-5 of the contract no application for such extension will be entertained if it is not received in sufficient time to allow the Chairman to consider it and the contractor will be responsible for the consequences arising out of the negligence in this respect.

S. No. 10 to 13 Deleted.

14. I/We agree that should I/we fail to commence the work specified in the above memorandum or should I/we deposit the full amount of security deposit specified in above memorandum in accordance with Clause-I (a) of the said conditions contract and an amount equal to the amount of the earnest money mentioned in the form of invitation to tender shall be absolutely forfeited to the Board be recovered out of the deposit in so far at the same may extend in terms of the said bond in the event of deficiency out of any other moneys due to me or otherwise.

15. CONDITIONS RELATING TO THE EXECUTION OF ADDITIONAL WORK:

. No deviation from specifications stipulated in the contract of additional items of works shall be carried out by the contractor unless the rates of the substitute altered or additional items have been approved in writing by the competent authority, failing which Board will not be bound to entertain any claim on this account.

16. I am/we are not related to any of the Officers employed by the Central P.W.D. or any officer of the rank of Asst. Secretary above in the Ministry of W.H. & S.

S. No. 17 Deleted.

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

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SUPDT. ENGINEER – III