



VISAKHAPATNAM PORT TRUST विशाखपट्टणम पोर्ट ट्रस्ट

अभियंता विभाग
CIVIL ENGINEERING DEPARTMENT

ISO 9001 - 14001 - OHSAS 18001 PORT

निविदा नोटीस /Tender / NOTICE NO.IENG/EE(M-III/T/ R / Est / Dt. 2 - 06-12

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

Sealed tenders in the prescribed Performa are invited for the work mentioned hereunder from reputed Contractors having experience in executing civil works.

1. कार्य का नाम / Name of work: Maintenance of Lawns and gardens in Port Guest House at Harbour Park.
2. अनुमानित लागत / Estimated Cost : **Rs 1,48,490/-**
3. E.M.D./ ई.एम.डी: **Rs. 3000/-**
4. निविदा प्रपत्र का मूल्य - (गैर वापसी) /
Cost of tender papers (Non- refundable): **Rs.200/-**

5. निविदा अनुरोध करने की अंतिम तिथि / Last date of request for Tender: 25 - 06 - 2012
6. निविदा प्रपत्र जारी करने की अंतिम तिथि / Last date for issue of Tender: 27 -06- 2012
7. निविदा प्राप्त करने की तिथि और समय / Date and time for receipt of Tender: **29 - 06- 2012**
14.00 बजे तक निविदाएं उसी दिन १४.०५ बजे के बाद खोली /

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

निविदा प्रपत्र जारी करने का अनुरोध ओहस्तरी को वि.पो.ट्र.के वि.स.एवं.मु.ले.अ. के नाम पर निविदा प्रपत्र मूल्य के लिए डी.डी. सहित राष्ट्रीयकृत बैंक / अनुसूचित बैंक से रु.६.०० लाख का एक वर्ष के अंदर प्राप्त संपन्नता प्रमाण तथा ए.पि.वी.ऐ.टी. पंजीकरण विवरण जो निविदाकार उन निविदा दस्तावेजों को वि.पो.ट्र. वेबसाइट www.vpt.gov.in पर अपलोड करना चाहते हैं. उन्हे इन निविदा दस्तावेजों की कीमत निविदा प्रस्तुत करते समय चुकाना होगा पिचले 3 (तीन) वर्षों में 31 मार्च वीत वर्ष को समाप्त औसत टर्नओवर का विवरण जो रु.०.०.45 लाख से कम न हो, उसी तरह के कार्य से अनुभव का प्रूफ (मनदण्ड - आवेदन आमंत्रित करने के माह से पूर्व माह के अंतिम दिन को समाप्त पिचले 7 वर्षों का इसी प्रकार के कार्य का सफातापूर्वक निष्पादन का अनुभव का प्रमाण पत्र इस प्रकार के 3 संपादित कार्यों का जिसमें प्रति कार्य अनुमानित लागत के 40% से कम न हो, इसी प्रकार के 2 संपादित कार्यों का जिसमें प्रति कार्य अनुमानित लागत के 50% प्रतिशत से कम न हो, तथा इसी प्रकार का एक कार्य जो अनुमानित लागत के 80% प्रतिशत से कम न हो का अनुभव । आवेदक यदि विशाखपट्टणम पोर्ट ट्रस्ट में पंजीकृत मे पंजीकृत नहीं है तो सरकारी / सार्वजनिक क्षेत्र में पंजीकरण का प्रमाण भेजा जाए

Request for issue of tender papers shall be addressed to the undersigned enclosing D.D. in favour of FA&CAO/VPT towards cost of tender papers along with copies of Solvency from Nationalized Bank/ Scheduled Bank to the extent of Rs.0.75 Lakhs

obtained within one year, valid APVAT Registration. The tenderer who wishes to download the tender documents from the VPT Website (WWW VIZAG PORT. Com) have to pay the cost of tender papers at the time of submission of tender in a separate sealed cover. Otherwise their tender will not be considered, the tenderers are required to observe the website to find out any corrigendum issued subsequent to the downloading of the tender notice and schedule. Details of average annual turn over not less than Rs. 0.45 lakhs during the last 3 (three) years ending 31st March of the previous financial year, duly certified by the Chartered Accountant, proof of experience in civil works during last 7 years ending last day of month previous to the one in which applications are invited should be 3 (three) civil works completed each costing not less than the amount equal to 40% of the estimated cost (or) 2 (two) civil works completed each costing not less than 50% of the estimated cost (or) 1 (one) civil work completed costing not less than 80% of the estimated cost. and proof of Registration with Government / Public Sector undertaking in respect of applicants not registered with Visakhapatnam Port Trust. If any amendment or addendum will be issued before opening of the Quotations and the same may be looked in the VPT Web site and any further clarifications can also obtained from CE's office VPT.

निविदा प्रपत्र जारी करने का अधिकार सुरक्षित है ।

The right of issue of tenders is reserved.

CHIEF ENGINEER

Copy to:	FA&CAO/Nodal Officer, IT / V.O. -for information.	
Copy to:	Dy. Director (ITS) along with complete bid document in Soft copy form to publish on the V.P.T. Web site up to 29-06-2012.	
Copy to:	Notice Board / A.S. to arrange display the tender notice on the notice board.	
Copy to:	EE (RLYS) /AXE(R) R&D yard.	
Copy to:	EE (P) - for information and necessary action.	
Copy to:	M/s. Builders Association of India, Plot No.43&44, 4th Floor, Siripuram, Visakhapatnam	
Copy to:	The Garison Engineer, MES, Visakhapatnam	
Copy to:	The Chief Engineer, DGNP, Visakhapatnam	
Copy to:	The Chief Engineer, NAVY, Visakhapatnam	For information with a request to arrange wide publicity
Copy to:	The Supdt. Engineer, CPWD, Visakhapatnam	
Copy to:	The Supdt. Engineer, R&B, Visakhapatnam	
Copy to:	The Supdt. Engineer, Public Health Visakhapatnam	
Copy to:	The Chief Engineer, VMC, Visakhapatnam	
Copy to:	The Chief Engineer, VUDA, Visakhapatnam	
Copy to:	The Divl. Rly. Manager(Engg.), Waltair, Visakhapatnam	
Copy to:	The Chief Engineer, M/s. R.I.N.L., Steel Plant, Visakhapatnam.	
Copy to:	The Chief Engineer, M/s. N.T.P.C., Visakhapatnam.	
Copy to:	The Chief Engineer, M/s. N.H.A.I., Marripalem, Visakhapatnam	

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

Name of the work: "Maintenance of Lawns and gardens in Port Guest House at Harbour Park ."

NOTICE INVITING TENDERS

DIVISION: EE (M-III)

1. Percentage Rate tenders are invited for the work "Maintenance of Lawns and gardens in Port Guest House at Harbour Park".
ESTIMATED COST: ` . Rs 1,48,490/-
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.200/- shall be paid to FA &CAO/VPT towards transaction fee.
4. The time allowed for completion of the work will be mentioned therein
5. Earnest money amounting ` .3000/- (Rupees Three thousand only) shall be paid to FA&CAO (Port Trust) by way of DD/BG issued by Nationalised/Scheduled Banks.
6. The successful bidder whose tender is accepted will be required to furnish security for the due fulfilment of this contract consisting of a percentage deduction from the Monthly payment to be made on account to the contractor. The Earnest Money will be treated as part of the security of work done.
7. The acceptance of tender will rest with the 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.
8. Tenders which do not fulfil all or any of the above conditions and or incomplete in any respect are liable to summary rejection and tenders containing uncalled for Remarks or any additional conditions are also liable for summary rejection.
9. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.

CONTRACTOR

10. (a) The tenderer should not introduce item rates such tenders will be rejected.
(b) The percentage above/below quoted shall be common for all items.
(c) The percentage shall be quoted in figures and words and shall be accurately filled in.
11. Sales Tax or any other taxes on materials or on works contract as applicable in respect of this contract should be payable by the contractor and Port Trust will not entertain any claims whatsoever in this respect.
12. The tender will have to give a certificate that he is not related to any officer of Visakhapatnam Port Trust or any Officer in the rank of under Secretary or above in the Ministry of Surface Transport, Government of India. The tenderer should give a declaration along with his tender about the name of the relations who are employed as Non-Gazetted Officer in Port Trust.
13. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an CIVIL 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.
14. Site for the execution of the work will be made available as soon as the work is awarded in case it is not possible for the department to make available the entire site at a time on the award of the work. The Contractor will have to arrange their working programme suitably. No claim whatsoever for handing over the site in stages will be entertained, and the decision of the Chief Engineer is final and cannot be questioned.
15. The Contractor shall produce a licence in the prescribed form from Asst. Labour Commissioner (Central), within 15 days from the date of work order and on his failure to do so the contract is liable to be terminated and the Earnest Money Deposit or Security Deposit whichever is to his credit shall be forfeited and the Contract shall have no claim whatsoever on this account.
16. The Tender submitted by the tenderer should be valid for a minimum period of 3 (Three) months 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.

CONTRACTOR

17. The successful tenderer(s) shall execute an agreement with Visakhapatnam Port Trust Board on a Non-judicial stamp paper in the prescribed form.
18. The tenderers should acquaint themselves with the work and working conditions of the site and locality and no claim will be entertained on this issue and the decision of Chief Engineer is final and cannot be questioned.
 - a) According to Sec.17 of AP VAT Act, every dealer is liable to be registered as VAT dealer for executing any works contract exceeding Rs.5, 00,000/- for the Government or local authority. Also the Contractor who is a dealer as per AP VAT, should have registration i.e., TIN under AP VAT Act. In the absence of TIN under AP VAT Act, the Government Department/Undertaking shall not award any contract to any person. However, submission of TIN under AP VAT Registration is not compulsory for participation in tender
 - (b) The tax deduction at source towards APVAT, under G.O. MS No.88 for all categories of contracts shall be at the rate of 4% of 70% of the amount payable as consideration for the execution of work and contracts for laying (or) repairing (or) Roads and Contracts for canal digging, lining and repairing shall be at the rate of 2% of 70% of the amount payable as consideration for the execution of work.
 - c) Under the building and other construction workers (Regulation of employment and conditions of service) Act, and Andhra Pradesh Rules, 1999 and Cess Act, 1996 and Rules, 1998 made there under “ the Cess on works contract will be deducted at 1% from on account bills of the contractors, where, more than 10 (Ten), Building and construction workers are engaged”.
20. The tenderer should read the specifications and study the working drawing and special conditions etc., carefully before submitting the tender.
21. P.F. contribution to the contract labour, in case the Contractor engages more than 20 workers, shall be payable by the Contractor. He shall produce documentary proof of registration with P.F. Authorities along with P.F. Code number. Also documentary proof of payment of P.F. contribution to the Contract Labour Regularly shall be produced with every interim certificate failing which no payment will be released to the Contractor. The Port Trust will not entertain any claim whatsoever in this respect.

CONTRACTOR

22. Payment to the contract labour if any involved in the works entrusted are to be paid by the Contractor in the presence of the section officer of V.P.T. Further, the Contractor has to submit documentary evidence in support of the payments made to the labour engaged in the work along with subsequent running account bill, failing which the bill will not be passed.\
23. In respect of P.F. Contribution recovered from the labour and remitted to the P.F. Commissioner, documentary evidence in support of the same is to be submitted by the Contractor along with subsequent running account bill, failing which the bill will not be passed.
24. The Contractor to whom the work is awarded shall invariably produce the PAN Number obtained from the Income Tax Authorities, along with proof.
25. The contractor shall upload required document as per the Check list enclosed (Annexure-V) along with tenders. The tenders received without uploading required documents as per the checklist will be liable for rejection.
26. The tenderers should make their own arrangement to furnish original B.G to the Organization directly by the issuing of B.G submitted towards E.M.D
27. The tenderers who wishes to submit B.G towards E.M.D should submit original B.G along with their tender and the tenderer should ensure that the branch issuing authority should sent an unstamped duplicate copy of the guarantee directly to the beneficiary by register post with Acknowledgement due before opening price bids with a covering letter requesting them to compare with the original received from their customer and confirm that it is in order, in case of a single cover system, the tenderer who wished to submit B.G towards E.M.D should submit original B.G along with the tender and the confirmation by the banker in support of the issue of bank guarantee is to be received before acceptance of the tender by the tender committee.
28. 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.
29. 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.
30. Tenderers shall submit the experience/completion certificates along with their tender, duly notarized.

CONTRACTOR

31. In case the documents submitted by the bidder found to be not genuine, the management reserves the right to forfeit the EMD/SD besides not to allow to participate in future tenders of VPT.
32. The rate to be quoted should be exclusive of service Tax component, if the contractor/firms claims / bills/ invoices contains Service Tax registration No., the Service Tax amount will be admitted for payment without insisting for Service Tax challan.
33. 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

DY.CHIEF ENGINEER-I

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

CHECK LIST TO THE TENDER SCHEDULE

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

1. EMD (by DD or BG) -- Submitted / NA
(For works costing above Rs.1.0 lakh,
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 average annual turn over should be not less than-- Submitted / NA
30% of the estimated cost during last 3 years.
5. Proof of valid solvency i.e., validity within one year - Submitted / NA
(Amount as mentioned in the Tender Notice)
6. Proof of Registration of Contractor -- Submitted / NA
(Other than VPT Registration)
7. Proof of AP VAT Registrations. -- Submitted / NA
(For works costing more than Rs.5.00 lakhs)
8. Annexure-I, II, III & IV -- Submitted / NA
(Tenders invited in two-bid system)
Annexure-I - list of works completed during last 7 years.
Annexure-II - list of works on hand.
Annexure – III - list of plant and machinery
Annexure – IV - list of supervisors.

Signature of the Tenderer

NOTE:

- (1) The Check List should be signed and submitted by the Tenderers along with their Tenders, duly confirming that they submit the above mentioned documents.
- (2) The tenders received without Check List duly signing & enclosing and required documents as per the Check List will be liable for rejection.

CONTRACTOR

**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) If several sub works are included they should be detailed in a separate list “Maintenance of Lawns and gardens in Port Guest House at Harbour Park”.
- b) Estimated Cost **Rs 1,48,490/-**
- c) Earnest Money Rs. 3,000/-
- d) Security Deposit (Including Earnest Money) 10% of the contract amount including 2% of EMD.
- e) Percentage to be deducted from bills towards Security Deposit 10% of the gross bill amount will be recovered towards S.D. from the bills till the entire amount of 5% of the contract value is reached including E.M.D. However, no S.D. will be deducted in respect of the contractors who submit a Bank Guarantee in the approved proforma of the Port by a Nationalized/Schedule Banks towards 5% of the contract value of S.D.
- f) Time allowed for the above work from date of written order to commence. 12 Months

Item No.	Item of Work	Quantity	Unit	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 there of to forfeit and pay to the Board of Trustees or its successors in office the sums of money mentioned in the said conditions:

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

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

Receipt attached as Earnest Money (A) the

The sum of Rs.3000/- 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 Rs.3000/- 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 -----of tender.

dated the ----- day of

Signature of witness to Contractor's Signature

Witness:
Address:
Occupation:

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

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

CHAIRMAN
VISAKHAPATNAM PORT TRUST

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

CONTRACTOR

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

SCHEDULE ‘ A ’

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

NAME OF WORK: “Maintenance of Lawns and gardens in Port Guest House at Harbour Park”.

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

CONTRACTOR

DY CHIEF ENGINEER -I

Note: Visakhapatnam Port Trust will not supply water, cement and steel required for the work for both permanent and temporary works and the contractor himself shall procure the same. The procurement of cement and steel shall be made as per the “Additional conditions regarding supply and procurement of cement and steel”.

VISAKHAPATNAM PORT TRUST ENGINEERING DEPARTMENT					
Tender Inviting Authority: Chief Engineer, Visakhapatnam Port Trust					
Name of Work: "Maintenance of Lawns and gardens in Port Guest house at Harbour Park."					
Contract No: IENG / CP / EE(M) III /T/ , Dt.					
Bidder Name:				Excess (+)	0.00%
SCHEDULE OF WORKS					
Sl. No.	Description of work	Unit	Estimated Rate		AMOUNT Rs. P
			Figure	Words	
1	Maintenance of lawns and gardens(in premises of Port Officers club and in and out gates of Harbour Park) shrubs and plants, bushes, climbers and all plants in premises of Port Officers club including cutting the plants , pruning the dried branches, trimming of edge plants, weeding, hosing and saucer making maintenance of plant beds at Officers club weeding planting the plants in place of dead plants/bushes as when required and maintaining by regular sprinkling/watering by using sprinklers, hose pipes, lawn cutter etc and spreading good earth, manure, pesticides , fertilizers including all labour and required tools and plants excluding cost of supplying good earth, manure, pesticides and fertilizers and supply of plants as directed by Engineer-in – charge/Horticulturist complete.	months	10830.00	Rupees Ten thousand and Eight hundred and Thirty only.	129960

2	Supply and stacking of good earth, tank silt or alluvial soil at site as desired points at harbour Park good earth should be obtained from approved source as directed by the Engineer-in-charge complete. All labour and materials.	1 cum	275.00	Rupees two hundred and seventy five only.	2750
3	Supply of cattle manure at site of work including stacking as required as directed by the Engineer-in-charge complete. All labour and materials.	1 cum	325.00	Rupees Three hundred and twenty five only.	3250
4	Supply of Hedge plants at site of work including transportation loading, unloading and stacking plants as required and as directed by the Engineer-in-charge complete. All labour and materials.				
	a) Golden dhurunta	1 No.	10.00	Rupees ten only.	1500
	b) Lanthina	1 No.	15.00	Rupees Fifteen only.	900
	c) Ficus yellow and green	1 No.	125.00	Rupees One hundred and Twenty Five only.	6250
5	Supplying of organic manures at site of work including loading, unloading, transportation to site of work etc., as required and as directed by the Engineer-in-charge complete. All labour and materials.				

	a) Bhuswaram / all rich/akshayasuraksha	kg	10.00	Rupees ten only.	250
	b) Neem cake 40kg bag	kg	15.00	Rupees Fifteen only.	375
6	Supply of chemical fertilizers at site of work including loading, unloading and transportation to site of work as required and as directed by the Engineer-in-charge complete. All labour and materials.				
	a) DAP 50kg bag	kgs	17.00	Rupees Seventeen only.	
	b) NPK 50bag	kgs	17.00	Rupees Seventeen only.	425
	c) Single super sulphate 50 kg bag	kgs	14.00	Rupees Fourteen only.	350
7	Supply of pesticides/insecticides at site of work including loading, unloading and transportation to site of work as required and as directed by the Engineer-in-charge complete.				
	a) Chloro Phyriphos 20% EC	1liter	475.00	Rupees Four hundred and seventy five only.	950
	b) Fallidal dust 25 kg Bag	1 bag	35.00	Rupees Thirty Five only.	105

	c) Rogor	1liter	500.00	Rupees Five Hundred only.	
Total estimated cost in Figures					
Quoted Amount					148490.00
Quoted rate in Words		Rupees One Forty Eight Thousand Four Hundred Ninety			

DY.CHIEF ENGINEER - I

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

NAME OF WORK: “Maintenance of Lawns and gardens in Port Guest House at Harbour Park”.

SPECIAL CONDITIONS

1. All materials and workmanship shall conform to the appropriate Indian Standard Specifications, published by the Bureau of Indian Standards (BIS), specifications given in the Schedule “B” (schedule of quantities and rates) of the contract and special conditions. Standards issued elsewhere may be used if approved by the Engineer-in-charge for those items of work only for which appropriate Indian Standards do not exist.
2. Sales tax or any other taxes, royalty, excise or any other escalation in prices etc., on materials purchased or on materials quarried or sales tax if leviable on the works contract in question shall be borne by the firm or contractor and the Port Trust Board has nothing to do with the same. The rates entered in the contract shall be firm and not subject to variation due to amendment of the tax laws or otherwise by the Central/State government or any other local authority etc.
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 but not later than the expiry of maintenance period. 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. If any land is required for labour sheds, the same will be given on rent basis at prevailing rate under the existing rules of the Port Trust at a spot approved by the Engineer-in-charge, subject to availability.
5. A site order book is to be kept by the contractor at the site of work. Any orders and/or instructions issued by the Engineer-in-charge or his authorised sub-ordinate shall be entered in this book and shall be deemed to have been legally issued. The contractor shall sign each entry in token of having seen the same. This site order book shall be returned to the Engineer-in-charge in good condition after completion of the work.
6. The Port working hours are from 7.30 A.M to 12.00 Noon and from 1.00 P.M to 4.30 P.M. Any work requiring supervision carried out by the Contractor beyond working hours and holidays, the over time charges involving in such supervision shall be borne by the Contractor and the Contractor shall apply in writing well in advance of such work.

CONTRACTOR

7. The notice inviting tenders etc., shall form part of contract.
8. All the rules and regulations governing the Visakhapatnam Port Trust shall be applicable.
9. All the claims of the Port Trust against this contract or any other transaction whatsoever will be recovered from the amounts due to Contractor on this contract.
10. Bank Guarantees issued by National/Scheduled Banks will only be accepted in the approved proforma of the Port trust.
11. Any damages caused to Port property either directly or indirectly shall be made good by the Contractor at his own cost.
12. The contractor shall see that no obstruction is caused to the normal working of the Port staff working in the locality and should co-operate with other contract agencies working in that area simultaneously without any claim whatsoever.
13. The Contractor shall submit daily labour report, ground balance of the materials on the day, his day's programme of work in the printed proforma in the early hours of everyday.
14. The Contractor shall keep the site clean free from all rubbish offensive matter and other materials not approved by the Engineer-in-charge and in condition permitting free access to the work.
15. In case any site wherein the Contractor's materials such as debris are lying is required to be cleared off for giving any markings or taking up any other new works, the Contractor shall clear the site within three days from date of receipt of instructions from the department without any extra cost to the department. In case they are not cleared within three days, they will be removed either by department or through other agencies and the cost of such removal will be recovered from the Contractor. If the debris etc, are not removed as per the instructions of the concerned officer/their representative a penalty of Rs.100/- per day will be levied.
16. The Contractor is responsible for taking precautionary measures for the safety of the lives of the mazdoors working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of the Contractor.
17. The Contractor shall take all precautionary measures not to damage any electric poles, water supply pipelines and any other structures that are close to the alignment and if any damages occur, they are to be rectified and made good by the Contractor at his cost..
18. The Contractor shall observe the prohibitory rules and regulations existing at the time of work as revised from time to time and cause no obstruction or hindrance to the department works.

CONTRACTOR

19. During the execution of work any damages caused to the work due to rains or storm water shall be made good by the contractor at his own cost.
20. The decision of Engineer-in-Charge/Horticulturist is final in case of any technical clarifications.
21. All defective works pointed out by the Engineer-in-Charge shall be rectified by the Contractor at his cost.
22. The tenderers are expected to contact sub-division office on any working day during office hours and obtain such clarifications as necessary and to carefully inspect the site of work and study the site conditions before tendering for this work and no claim whatsoever will be entertained at future date arising out of local working conditions and clarifications given by the Department.
23. The Contractor shall provide all facilities provided in Contract Labour (Regulations and abolition) Act 1970 and other Central/State Enactments and shall be responsible for violation of any of the same.
24. No covered storage space/quarter will be provided to the contractor to keep his materials /staff. The contractor shall make his own arrangements till the work is handed over to the department.
25. The Contractor/tenderer shall insure against such liability with an insurer approved by the Engineer-in-Charge (which approval shall not be unreasonably withheld) and shall continue such insurance during the whole of the time 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.
26. The Contractor(s) shall be required to quote his/their percentage excess /less over total schedule amount in figures as well as in words. If there is any correction(s) in the tender such correction(s) shall be attested by the Contractor(s) before submission of the tender correction(s) if any without attestations by Contractor(s) will not be considered. The percentage excess/less over total schedule amount shall be required to be preferably typed at the end of Schedule "B" by Contractor(s). The Contractor(s) shall sign on each page of Schedule "B". Manuscript tenders are discouraged. The Contractor rates for the respective items and works in Schedule "B" shall be arrived at based on the percentage quoted by the tenderer.
27. Life saving and first aid devices: The contractor shall at his own expenses provide and maintain upon the works to the satisfaction of Engineer-in-Charge, sufficient, proper and efficient life saving and first aid appliances which shall at all times be available at site of work for use.

CONTRACTOR

28. Security and Safety:

Security required: The Contractor shall comply with all regulations imposed by the customs and Port Security Authorities in respect of the passage of plant, vehicles, materials and personnel through Customs barriers.

29. Safety precautions:

- (i) Fire safety precautions: The contractor shall make all precautions to prevent out break of fire accidents on the site of machinery, men, materials, office, stores and other places connected with the works directly or indirectly. He shall comply with all rules, regulations and orders, if any issued by statutory authority and of the Engineer-in-Charge at no extra cost of the Board and he shall include all the charges in the percentage quoted excess/less over the amount put to tender.
 - (ii) Restricted areas: The contractor shall obtain from the Board details of any restricted areas of any in and around the site and shall have prominently and clearly, displayed for the information of his staff and work people notices defining any such restricted areas such notice shall be provided at his own expenses.
 - iii) The contractor shall give every facility to the authorized safety officer of the Board to inspect the works whatsoever required and shall observe and abide by and instructions given by the Engineer-in-Charge in regard to the use of plant equipment and temporary works in respect of general safety. Compliance with such requirement shall not be used as the basis of claim against the Board.
30. As the location of work is in prohibited area the Contractor shall obtain necessary passes from the Commandant, CISF/EE(M)III/VPT through the department for himself, his workers, materials, equipment, 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.
31. The Contractor shall employ and post full time Technical Engineer/Supervisor/ Horticulturist as necessary in execution of works as per the instructions of Engineer-in-Charge failing which an amount of Rs. 5,000/- per month will be recovered from the Contractor's on account bills.
32. The Contractor shall not prefer any claim with regard to increase in rates of any materials or labour covered by the subject contract or with regard to applicability of schedule of rates that may be revised during the currency of contract and that if any claim has been preferred by the Contractor, the same shall not be entertained by the department and the decision of the Competent Authority is final and cannot be a subject matter of arbitration.

CONTRACTOR

33. Up keeping of environment

The contractor shall take precautionary measures and adhere to the following for up keeping of the environment at site work, at no extra cost to the department.

- (a) No tree/Plant should be cut or removed without the written permission of the Engineer-in-charge.
- (b) Contractor shall make necessary arrangements to reduce the dust generation by.
 - a. Regulating the speed of the construction equipment.
 - b. Sprinkling of water wherever required.
 - c. Prevent over loading of trucks and spillage of materials.
 - d. Cover trucks with tarpaulins.
- (c) Contractor shall not tamper any hydraulic flow including drainage, rain harvesting pits, Catchment drains etc.,

34. The Contractor's specific attention is drawn to relevant clause of the notice Inviting tender regarding labour license and accordingly he shall obtain the license from the Assistant Labour Commissioner (Central) and display the same at the site of work. He shall also ensure the payment of minimum wages to his labour and maintenance of labour attendance register at site. The weekly labour payment shall be allowed to be witnessed by the representative of department and it is entirely the responsibility of the contractor to ensure that all the requirements are adequately fulfilled and the work carried strictly in accordance with the rules made in this regard.

35. The Contractor shall invariably submit weekly progress reports, to the Engineer-in Charge in the prescribed proforma which will be enclosed to the work order.

36. The work will be done during working hours and to continue the work if necessary as per the directions of the Engineer-in-Charge/horticulturist.

37. The Contractor shall be allowed to use tap water free of cost without wastage of water at specified points from the existing water supply distribution grid of the AOB. In case of interruption in the water supply due to any reason the Contractor make his own arrangements at no extra cost.

38. The site of work is situated in Harbour Park. More care should be taken while entering in Port Guest House at Harbour Park area/harbour Park

39. All necessary tools and plants such as lawn mowers, wheel barrow, pop-up sprinklers, hose pipes, spades, crowbars and any other tools required for the maintenance shall be arranged by the Contractor without any extra cost to the department. No claim whatsoever in this regard will be entertained.

40. The Contractor has to replace the dead/damaged lawns with the similar lawn at his own cost and at no extra cost to the department.

CONTRACTOR

41. The Contractor shall maintain the lawn and garden area in the Port Port Guest House at Harbour Park at Harbour Park and the plantation beds at in&out gates of Harbour Park to the highest standard by watering, lawn mowing etc., as required under relevant items of Schedule "B". The Contractor, away from the Harbour Park at no extra cost, shall dispose off the debris of lawn mowing and the rate quoted for relevant items is deemed inclusive of the same.
42. The Contractor should note that in case he fails to maintain the lawn area to the standards and to the satisfaction of the Engineer-in-Charge. Penalty will be imposed suitably at the discretion of Engineer-in-Charge and also the maintenance as required will be carried out through other agency. The Costs incurred thereof will be recovered from the running account bills of the Contractor.
43. The hose pipes, connections, valves, pop-up sprinklers diameter 20mm-3/4" inches at 1.7 Kg/CM² G.I. Specials and the like required for watering the lawns, should be arranged by the Contractor without any extra cost to the department. the department will arrange water from the nearest water point for watering.
44. The Contractor should plan his work in such a way not to cause any hindrance to the occupants of area and during public functions and games and sports in the area without extra cost of the department.
45. The Contractor should maintain the areas where water is tapped, clean and tidy and the Contractor at his own cost shall rectify any damages caused as per original.
46. During the maintenance period, any irregularities arising in ground levels due to watering or due to trampling by labour etc., shall be constantly made up to the proper levels with available earth. Constant watch shall be maintained to ensure that dead patches are replaced with grass and weed are removed.
47. The Contractor(s) shall engage not less than 2 labourers (i.e. 1 Man Mazdoor and 1 Female Mazdoor) daily during the contract of the one year maintenance period of the subject contract against relevant item of Schedule "B" i.e. maintenance of lawn area, trees., failing which a penalty of Rs.200.20/- per head per day will be recovered from the running on account bills of the subject contract payable to the Contractor.
48. Payment for maintenance of lawns area under relevant item of Schedule "B" will be made subject to the satisfactory performance of the maintenance to the standards on the certification by the Engineer-in-Charge/Horticulturist.
49. The work is to be done strictly in accordance with the specification to the satisfaction of the Engineer-in-Charge/Horticulturist.
50. In the event of withering or death, either in whole or in part any portion of lawn the due to negligence on the part of the Contractor in maintaining and up keeping of the same, the Contractor shall replace all such grass wherever required and/or as directed by the Engineer-in-Charge at his own expense and continue to maintain the same. The Contractor should replace same species as approved the Engineer-in-Charge.

CONTRACTOR

51. The Contractor should develop same species of lawn in a small nursery existing in the site. As and when casualties are there the same is to be replaced immediately, failing which the cost of casualty will be deducted from a running on account bills of the subject contract.
52. The Contractor has to make his security arrangements for the materials, equipment etc., brought by him to the site at his own cost. Department is not responsible in any way in this regard.
53. The pipe connection, valves, pop-up sprinklers and other GI Specials etc., as required for watering to the lawns shall be arranged by the Contractor from the nearest water point without any extra cost to the department.
54. The rates / percentage quoted by the in all situations etc., unless otherwise specified and no claims on this will be entertained.
55. The tenderer shall quote their service tax registration number registered with central excise and service tax dept. along with the tender.
56. The contractor / Firms while quoting tender shall note that, no post tender negotiation will be held with the L-1 tenderers, except in exceptional cases, whenever it is found necessary.
57. If any forged / fake documents are submitted by the tenderers, their business dealings with VPT will be banned.
58. The contractor or his authorized representative shall invariably sign in the hindrance register which shall be maintained by the concerned division at site of work whenever any hindrance takes place while execution and the same will be reviewed by the Engineer – in – Charge from time to time to examine the justified reasons for considering extension of time etc.,
59. “ 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.”
60. The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the P.C .Act in connection with the bid.
61. The bidders shall disclose any payments made or proposed to be made to any intermediaries (Agents etc) in connection with the bid.

CONTRACTOR

62. Conditions regarding safety requirements:

- a) The Visakhapatnam Port Trust is affiliated to Quality Management System (ISO 9001-2000), Environmental Management System (ISO 14001 : 2004) and Occupational Health and Safety Management System Series (OHSAS 18001 : 1999) for their activities. One copy of the policy of QMS, EMS and OHSAS are enclosed herewith. The contractor shall comply with all the requirements of ISO 9001-2000, ISO 14001: 2004 and OHSAS 18001: 1999 standards.
- b) The contractor shall while carrying out the above work, abide by safety tasks, rules regulations and procedures established by Visakhapatnam Port Trust as prescribed in the manuals, HIRA format, work instructions, operational control procedures. Copies of the same will be made available to the contractor upon request for reference.
- c) The contractor shall abide by all Safety Standards and codes attributable to the material and goods to be delivered to site.
- d) The contractor shall participate in safety awareness meetings Held at site adhere to the instructions issued and shall also adhere to the safety programme established by VPT.
- e) The contractor shall be responsible for health / safety of their Personnel including workers during their work at site and correct any deficiencies in the above matters.
- f) The contractor shall plan work activities so that all work will be done in compliance with the rules and regulations and procedure established by VPT and to follow safe working practices and keep site clean and neat.
- g) The contractor shall ensure availability of appropriate personal protection equipment such as safety helmets, safety shoes, gloves, life saving equipment nose guard, ear plugs, safety harness, and gaggles to their employees / workers etc., and ensure wearing of PPEs by their employees/ workers etc. while carrying out the works.
- h) The contractor shall ensure that all their construction plant and equipment to be employed on the work site is in safe and fully efficient working condition and arrange for carrying out required tests from time to time and submit certificates of such tests carried out according to safety regulations and ensure proper maintenance of the plant and equipment.
- i) The contractor shall investigate and report in writing to Engineer-in-Charge about accidents if any taking place at site of work including near misses cases and based on reviews take remedial measures and implement the corrective action to ensure safe working conditions at site of work.

CONTRACTOR

- j) The contractor shall arrange to provide First – Aid facility at site for immediate treatment.
- k) The contractor shall submit daily labour report including supervisors etc., with clearly specifying the names and their age to the VPT's Engineer or his Authorized representative at site. Also record of Labour working beyond working hours shall be maintained and submitted to the VPT Engineer or his authorized representative at Site.
- l) The contractor shall submit the risk assessment on HIRA format prior to the execution of each activity.

63.If the contractor fails to execute the work as per the specifications of Schedule 'B' and conditions of contract, the performance of the contractor will be evaluated basing on the scoring system and the contractor will be down graded to immediate lower category of registration as under.

If the penalty score marks between 26 to 50 – The downgrade period will be 1 year.
 If the penalty score marks between 51 to 75 – The downgrade period will be 2 years.
 If the penalty score marks more than 75 – The downgrade period will be 3 years.

1.Each Contractor shall be give a score in accordance with the following table:

Item	Score	Score for Penalty / Bonus
a. Sampling, inspection and testing of materials	20	- 2 marks for failure of each 1% of the total number of tests ordered and done.
b. Workmanship	20	- 2 marks for each rejection of work aggregating to 1% of the contract price; if the substandard work is accepted after reduction of rates for each rejection aggregating to 1% of the contract price - 1 mark.
c. Site Supervision	20	- 1 mark for each occasion when work was carried out without a competent supervisor.
<u>Note:</u> Competent supervisor is a supervisor competent to guide and inspect the work of the particular trade being carried out.		
d. Timely completion (incl. Monsoon)	20	- 4 marks for each unit of delay in excess of 5% of contract period. + 4 marks for each unit of early completion by 5% of contract period.

CONTRACTOR

<p><u>Note:</u> In order to discourage misuse of this clause, the tender of tenderer, which quotes a completion period larger than stipulated, will be loaded as per ADB guidelines.</p> <p>The amount of loading = liquidated damages for the period in excess of that stipulated in the tender.</p>		
e. Complying with other condition of Contract provisions as regards facilities required for inspection, testing, etc.	20	<p>- 2 marks for each delay</p> <p>- 4 marks for each non-compliance.</p>
f. Defect liability		<p>- 5 marks if maintenance is required during defect liability period.</p> <p>- 10 marks for delay in rectifying defect.</p> <p>- 20 marks for failure to attend to maintenance pointed out.</p>

2. The score should be given by the concerned Executive Engineer / Sr. Ex. Engineer and checked by the concerned S.E./Dy. C.E.
3. The above score shall be treated as confidential.
4. The scoring for items (a) to (e) to be completed and confirmed within 15 days of completion of the work.
5. Cases where the contractors score for items (a) to (e) is less than 75 to be reviewed and confirmed by C.E./Add. C.E. and an official warning to be issued to the contractor.
6. Incidents justifying negative marking must be properly recorded immediately and investigated and confirmed by the Ex. Engineer within 24 hours and the contractors explanation shall be recorded and filed. The weight age and factors will be received along with each cycle of registration.

64. SHORT LISTING CRITERIA OF TENDERERS :-

A) Experience: The tenderer has to submit proof of experience in executing similar nature of works including period of delay if any experience in having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be 3 (three) similar completed works each costing not less than 40% of the estimated amount put to tender (or) 2(two) similar completed works each costing not less than 50% of the amount put to tender or 1(One) similar completed work not less than 80% of the amount put to tender

CONTRACTOR

NOTE: Similar nature of works means: Maintenance of lawns and gardens

B) Turnover: The tenderer has to submit details of average annual turnover not less than 30% of amount put to tender during the last 3 years ending 31st March of the previous financial year issued by any Chartered Accountant, other-wise their tender will not be opened.

C) Solvency: The tenderer has to submit Solvency Certificate issued from Nationalized Bank / Scheduled Bank to the extent of Rs.0.75 lakh obtained within one year which is valid on the date of submission of tender, otherwise their tender will not be opened.

D) Registration: The tenderer has to submit proof of registration, as a registered contractor with Govt./PSU in case the tenderer has not a registered contractor with Visakhapatnam Port Trust other-wise their tender will not be opened. In case of 2nd / subsequent calls it need not be submitted.

E) The tenderers will be short listed based on the information regarding qualification criteria such as experience in executing similar nature of works, Turnover, Solvency, Regn. Certificate. Plant and Machinery to be deployed on the work, Engineer/Supervisors to be engaged on the work 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.

CONTRACTOR

DY. CHIEF ENGINEER - (I)

pnm/pc.2/m.3/tender/maintenance of north folder/maintenance of north side lawn

VISAKHAPATNAM PORT TRUST
CIVIL ENGINEERING DEPARTMENT

GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT WORKS ON
PERCENTAGE RATE TENDER

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.

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.

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.

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.

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.

CONTRACTOR

The Board shall have the right of rejection all or any of the tenders and will not be bound to accept the lowest tender.

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.

The memorandum of work tendered for the Schedule of materials to be supplied by the Port Trust CIVIL 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.

CONTRACTOR

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 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, CIVIL 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.

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.
- (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.

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 be 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 unskilful 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.

CONTRACTOR

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

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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 times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's stores, if it be by a notice in writing under his hand he shall be so required 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.

CLAUASE 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 workmanlike 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, drawings and instructions in writing relating to the work submitted 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.

CLAUSE 12: ALTERATIONS IN SPECIFICATIONS AND DESIGNS DO NOT INVALIDATE CONTRACT EXTENSION OF TIME IN CONSEQUENCE OF ALTERATIONS.

RATES FOR WORKS NOT IN ESTIMATE OR 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 carry out 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 and at the same rates as are specified in the tender or 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. And if the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the Visakhapatnam Port Trust District which was in force at the time of the acceptance of the contract MINUS/PLUS the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender and if the altered

CONTRACTOR

additional or substituted work is not entered in the said schedule of rates then the Contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rates which it is his intention charges for such class of work and if the Engineer –in-charge does not agree to his rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work and incur any expenditure in regard thereto before mentioned the rates shall have been determined as lastly hearing before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as afore said according to such rate or rates as shall be fixed by the Engineer –in-charge in the event of a dispute the decision of the Chief Engineer of the circle shall be final.

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 thereof as specified in the tender to be carried out the Engineer-in-charge shall give 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 he have any claim for compensation by reason of any alterations 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 unskillful workmanship or with materials if any, inferior description or that any materials or 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 provide other proper and suitable materials or articles at his own proper charge 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 every day to 9 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 or 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 the 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 force as if they had been given to the contractor himself.

CONTRACTOR

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 3months 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 (6months in the case of a road work) 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 three months (six months in case of a road work) after issue of the certificate final or otherwise of completion of work, provided that in the case of road work if in the opinion of the Engineer-in-charge half of the security deposit is sufficient to meet all liabilities of the contractor under the contract half of the security deposit will be refundable after three months and the remaining half after six months of the issue of the said certificate of completion.

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 provide 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.

CONTRACTOR

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 pre judice 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 shell 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 unauthorized 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 license 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 license 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 license.

(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.

(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.

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(f): The contractor shall also observe the following conditions :
No female labour shall be employed within the limits of cantonment
No labour below the age of 12 years shall be employed.
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.

The Contractor shall notwithstanding the provision of any contract to the contrary, cause to be paid minimum wage to laborers indirectly engaged on the above work including any labour engaged by his sub – contractors in connection with the said works as if the laborers had been immediately employed by him.

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.

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.

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.

Clause – 19 (C):

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 proceedings the date on which gives notice that the excepts to be confined or at the rate of 75 paise a day whichever is greater.

CONTRACTOR

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.

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

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.

CONTRACTOR

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 therewith 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 constructed 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.

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

Service lines such as electricity cables, fiber optic I.T.cables, water supply lines, sewer and drainage pipes, telecommunication cables etc., are embedded in the port roads, road side beams 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.

CONTRACTOR

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, earth work 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.

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. **INCONVENIENCE TO PUBLIC:**

The contractors shall not deposit materials on any site, which will seriously Inconvenience the public. The Engineer-in-charge may required 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.

CONTRACTOR

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

The contractor shall not employ coal mining or controlled area labour falling 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 render 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.

CONTRACTOR

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 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 on materials in respect of this contract shall be payable by the Contractor and Board will not entertain any claim whatsoever in this respect. .

CONTRACTOR

DY.CHIEF ENGINEER-I

