

VISAKHAPATNAM PORT TRUST
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

Pre-qualification criteria:

- 1) Firm should Have proof of experience either (a) in execution and successful completion of similar works OR (b) Execution and successful part completion in on-going similar works, in Govt.Depts/Ports/PSUs/Pvt.Enterprises during the last 7 years ending last day of the month previous to the one in which application invited and should satisfy/fulfill any one of the following:
 - a) Three similar completed works / part completed on-going similar works each (Executed value of completed works/ part completed on-going works) costing not less than the amount equal to 40% of the estimated cost put to tender i.e Rs.75,18,528/- (OR)
 - b) Two similar completed works / part completed on-going similar works each (Executed value of completed works / part completed on-going works) costing not less than the amount equal to 50% of the estimated cost i.e. Rs. 93,98,160/- (OR)
 - c) One similar completed work / part completed on-going similar work (Executed value of completed work / part completed on-going work) costing not less than the amount equal to 80% of the estimated cost i.e. Rs.1,50,37,056/-

are to be submitted by the tenderers.

Note: (1) Similar works means "Supply of truck mounted road sweeping machines/ heavy duty diesel vehicles like buses/ lorries/ jeeps/JCBS/ Pothole Patching machine with required manpower including operation and maintenance, in any Govt Dept/Ports/PSUs/projects or in any other private enterprises. Copies of the work orders for the same indicating name of the work, contract no. date, value of the work, Name of the organisation etc., along with certificate of successful completion of work in respect of completed contracts are to be submitted duly notarizing all the documents towards proof. In case of part completed on-going work, certificate along with performance are to be submitted duly notarizing all the documents towards proof. Part completed on-going work means a similar work, which has satisfactorily completed at least 2 years from the date of deployment of the Machine/vehicle and the contract still in operation.

- 2) Firm has to submit the Self attested Solvency certificate from a Nationalized Bank/Scheduled Bank to the extent of Rs.50,00,000/- obtained within last one year.
- 3) Firm has to submit a copy of valid Service Tax Registration Certificate.
- 4) Firm has to submit a copy of the Income Tax permanent Account No.
- 5) Firm has to submit Annual Financial turnover duly certified by a Chartered Accountant for the last 3 years, ending 31st March of the previous financial year. Average Annual financial turnover of the firm during the above period should be at least 30% of the estimated cost put to tender
- 6) The tenderers have to give an undertaking duly stating that they have submitted genuine documents in support of their credentials and VPT is at liberty to take any action, if documents are found to be not genuine even during the execution period of the work.

CONTRACTOR

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CHIEF MECHANICAL ENGINEER

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- 7) Black listed/ Suspended firms /existing contractors of VPT whose services are not satisfactory are not eligible. The bidder should submit self-declaration that there are no adverse remarks regarding performance in their earlier contract/assignments.
- 8) Declaration of Relationship: The contractor has to give a certificate that he is not related to any officer of Visakhapatnam Port Trust or any officer of the rank of Assistant Secretary or above in the Ministry of Transport, Government of India. The contractor should give a declaration along with his tender about the name of relatives, who are employed as Non-Gazetted officers in this Port Trust.
- 9) The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 10) The bidder shall give an undertaking that they does not have any relationship (direct/indirect) either personal or commercial with any of the existing Trustees of Visakhapatnam Port Trust.
- 11) Bidders/firm /contractor /JV/Consortium can participated in the tender. The details of Joint venture/consortium clause is enclosed at Annexure- "A"
- 12) Right of issue of Tender is reserved.

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CONDITIONS OF THE TENDER

1. Invitation to Tender: "Hiring of 1 No. Truck Mounted Mechanical Road Sweeping Machine for 3 yrs and extendable by two more years upon satisfactory performance"
2. Earnest Money of **Rs. 3,75,930/-** to be paid in the shape of crossed Demand Draft drawn in favour of FA&CAO/VPT, VSP .The EMD can also be paid to the Financial Adviser & Chief Accounts Officer, Port Trust, in cash. The receipts obtained thereof, shall be attached with the tender and tender is to be in a sealed cover duly super scribing the name of work and addressed to the Chief Mechanical Engineer, Visakhapatnam Port Trust, Visakhapatnam. Bank Draft issued by any nationalized Banks / Scheduled Banks and The bank guarantee in VPT pro-forma will also be accepted. The bank guarantee issued by Foreign Bank should have endorsement of overseas branch of SBI. No Cheques will be entertained under any circumstances. The E.M.D. paid will not carry any interest. The Earnest Money of unsuccessful Tenderers will be refunded. Bids received without EMD will be summarily rejected. **Below Rs.5 lakhs EMD BG will not be accepted.**
3. Forfeiting of EMD: Should the successful bidder failed to furnish security or refuse to execute the work in accordance with his accepted tender, EMD will be forfeited and Board may thereon award the contract to another bidder.
4. Performance cum Security Deposit:
The Contractor is required to submit Bank Guarantee of 10% of the Contract value towards PG/SD in VPT Pro-forma within 20 days from the date of issue of LOI. Failing which EMD paid by the firm will be forfeited without assigning any reason and LOI issued will be cancelled.
5. Rejection of Tender: Tenders which do not fulfill all or any of the above conditions or incomplete in any respect, are liable for summary rejection.
6. Canvassing: Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractor, who resorts to canvassing, will be liable for rejection.
7. Percentage of Rates & Price Variation: The Contractor should not introduce percentage rates above/ below the estimate rates in the items rates. Such tenders will be rejected. Also, the tenderers should not include any price variation clause.
8. Percentage Rates:
(a) Tenders containing percentage above/below on their total tendered amount will be summarily rejected.

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- (b) Rates quoted by the Contractor on item rate tendered in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. However, if any discrepancy is found, the rate, which correspond to the amount worked out by the Contractor shall be taken as correct.
- (c) If the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words, shall be taken as correct.
- (d) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly then the rate quoted by the contractor shall be taken as correct and not the amount.
9. Un called for Remarks/Rejection: The tenders containing uncalled for remarks or any additional conditions are liable to be summarily rejected.
10. Acceptance of Tender: The acceptance of a tender will rest with the Chairman, Visakhapatnam Port Trust, who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received, without the assignment of any reason. Any tender, which does not fulfill all the prescribed conditions, will be rejected.
11. Retired Government Personnel Competency as a Contractor: No Engineer in Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of the Government of India contract, is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the Contractor's service as the case may be. In such cases, Contract is liable for cancellation.
12. Declaration of Relationship: The contractor has to give a certificate that he is not related to any officer of Visakhapatnam Port Trust or any officer of the rank of Assistant Secretary or above in the Ministry of Shipping, Government of India. The contractor should give a declaration along with his tender about the name of relatives, who are employed as Non-Gazetted officers in this Port Trust.
13. Acquaintance of Work: The tenderers should acquaint themselves with the present status of work and working conditions of the site and locality and no claim will be entertained on this issue.
14. Price Quoting: Contractors should quote their rates only in decimal coinage in paises.

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15. Validity: The tender prices should be kept valid for 90 days from the date of opening of tenders and the tenderer cannot amend, alter, revoke his tender in any way during this period if he does so, the EMD paid by him shall be forfeited without any notice.
16. Sales Tax Condition: Sales Tax or any other taxes, royalty or any other escalation in prices etc. on materials purchased or on materials quarried and sales tax, if leviable, on the works contract in question, should be borne by the firm or the contractor alone and the Port Trust Board has nothing to do with the same. The rates quoted shall be firm and not subject to variation due to amendment of the tax laws or otherwise by the Central/State Governments or any local authority etc.
17. APGST/TIN/AP VAT: The Contractor shall submit the documentary evidence to show that he is registered with APVAT/TIN Authorities under the APVAT Act, 1957. Unless and until the Contractor to whom the work is awarded, produces the A.P.VA.T/TIN Registration, no amount will be released to the Contractor or to the firm.
18. Format and signing of tenders: The Tender shall be prepared, signed and submitted by the firm/corporation/company in whose name the tender documents are issued. The Tender shall be typed or written in indelible ink and all pages of the tender shall be signed by the Tenderer. The Tenderer shall submit the complete tender without alterations, interlineations, or erasures, except those to accord instruction issued by the Employer or as may be necessary to correct errors made by the Tenderer. All such cancellations, alterations or amendments shall be countersigned by person or persons signing the tender.
19. Tenderers are to submit genuine documents in support of their credentials. If any forged/ fake documents are submitted by the tenders, their business dealings with VPT will be banned.
20. The Contractors/ firms while quoting tender shall note that no post tender negotiations will be held with the L1 tenderers except in exceptional cases, whenever it is necessary
21. The tenderers should make their own arrangements to furnish original B.G. to the organization directly by the issuing Bank under registered Post with acknowledgement due, except in case of B.G. submitted towards EMD.
22. The tenderers, who wishes to submit B.G. towards EMD 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 B.G. directly to the beneficiary by Registered post with acknowledgment 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 single cover system, the tenderer, who wish to submit B.G. toward EMD should

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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-tender committee.

23. The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
24. The bidders shall disclose any payments made or proposed to be made to any intermediaries (Agents etc.) in connection with the bid.
25. C.M.E. at his discretion has right to issue Work Order as a whole or part of the work, whichever is deemed fit.
26. C.M.E. at his discretion has right to cancel the work even during the execution of the work, if the documents submitted by the firm are not genuine.
27. The Contractors / firms are to pay the salaries to the staff engaged for this work as per the ALC rates amended from time to time.

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Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions contained in the "General Directions and conditions of Contract" which have been read by me/read and explained to me so far as applicable or in default thereof to forfeit and pay the Board of Trustees or its successors in office the sums of moneys mentioned in the said conditions.

The sum of **Rs. 3,75,930/-** is deposited with the Financial Adviser & Chief Accounts Officer (Port Trust) and receipt attached as Earnest Money(s) the full value of which is to be absolutely forfeited on the Board or its, successors of office without prejudice to any other rights or remedies of the said Board or its successors in the office should I/We fail to commence the work specified in the above memorandum or 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 Rupees shall be retained by the Board as on account of such security deposit as aforesaid.

Signature of Bidder Before submission of the Tender
Day of:

Dated the

SIGNATURE OF THE BIDDER

BEFORE

Witness:

Address:

Signature of Witness to

Bidder's Signature:

Occupation:

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

Dated the

Day of

Signature of the Officer by whom accepted

For & on behalf of the Board of Trustees of
Visakhapatnam Port Trust

Signature of Witness

The above Tender is accepted on behalf of Board of Trustees of Visakhapatnam
Port Trust and the common seal of the Board of Trustees of Visakhapatnam Port
Trust has been affixed and has signed on behalf of the Board in the presence of:

Signature of Witness:

Seal

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Tender for **“Hiring of 1 No. Truck Mounted Mechanical Road Sweeping Machine for 3 yrs and extendable by two more years upon satisfactory performance”**

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

MEMORANDUM

GENERAL DESCRIPTION

- A) Name of the work: **“Hiring of 1 No. Truck Mounted Mechanical Road Sweeping Machine for 3 yrs and extendable by two more years upon satisfactory performance”**
- B) Earnest Money Deposit : **Rs. 3,75,930/-**
- C) Security Deposit : 10% of the contract value in Cash including earnest money or Bank Guarantee from Scheduled/ Nationalized bank in VPT proforma.
- D) Work Completion period : 3 (Three) years.

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CONTRACT CONDITIONS:

1. EXECUTION OF WORK: The works shall be executed with skilled workmen, under the supervision of qualified supervisors. During the execution period, the Contractor should produce such evidence of qualifications of his workmen/supervisors on demand by the Engineer-in-Charge.
2. Scope of work: As per the VPT work schedule.
3. INSPECTION OF SITE BY CONTRACTOR: The contractor is advised to inspect the proposed site before submitting his tender.
4. ESCALATION OF RATES: Every effort will be made to handover the site to the contractor as soon as the work order is given. In case the entire site is not handed over to the contractor, he should programme his work in such a way, so as not to hamper the progress in any way. No claim for escalation of rates quoted due to any delay in handing over the site will be entertained.
5. CLARIFICATION: The decision of Engineer-In-Charge is final in case of any technical clarifications.
6. QUANTITIES: The quantities indicated in the Tender Schedule are tentative and may vary according to the prevailing site conditions.
7. AWARDING OF WORK: The entire work may be awarded in full or in part, at the discretion of the Engineer-In-Charge.
8. DAMAGE TO PROPERTY: Any damage to the Port property shall be rectified by the Contractor at his own cost.
9. CANCELLATION OF ITEMS: The department reserves the right to cancel the execution of some items of work awarded, at any time during the execution of work. No claim by the Contractor on this account and due to variation of any particular items will be entertained.
10. OBSTRUCTION TO NORMAL WORKING STAFF: The contractor should see that no obstruction is caused to the normal working staff, consumers, etc., in the vicinity.
11. SECURITY ARRANGEMENTS: The contractor should make his own security arrangements till the work is handed over to the department.
12. ARRANGEMENTS PERTAINING TO THE CONTRACT WORK: The firm has to make their own arrangements for erection, dismantling, transportation of heavy materials (viz., structures, equipment) pertaining to the contract work.

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13. TOOLS & PLANTS: The contractor has to bring the required tools and plants for the execution of work.
14. SAFETY MEASURES: The contractor is responsible for taking precautionary measures for the safety of lives of men 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.
15. POSITION OF FIXTURES: The position of fixtures shall be indicated by the Engineer-In-Charge.
16. RECTIFICATION OF DEFECTS: All defective works pointed out by the Engineer-In-Charge shall be rectified free of cost during execution.
17. COST OF LABOUR AND MATERIALS: The rates quoted by the contractor should be inclusive of the cost of all labour and materials etc., unless and otherwise specified.
18. WORKING OF EXTRA HOURS: The port working hours are from 7.30 AM to 12.00 Noon and from 1.00 PM to 4.30 PM every day, except on Sunday, being weekly off. The work requiring supervision carried out by the contractor beyond port working hours, the over time charges involved in such supervisions shall be borne by the contractor. The contractor should apply in writing well in advance of such work to the Engineer-in-Charge.
19. CABLE LAYING: The laying and jointing of cables should be done as per the specifications and as per the instructions of the Engineer-in-Charge.
20. GUARANTEE: The materials used on the work shall be guaranteed for a period of 12 months from the date of completion of work. Against manufacturing defects, the same shall be replaced free of cost.
21. PENALTY:
 - i) First one hour there will not be any penalty subject to maximum 04(four) independent hours in a month (but not consecutive hours)
 - ii) Penalty will be imposed for the 2nd hour equal to per hour hire charges (quoted rate per day/8). For first four incidents in a month in addition to non-payment of hire charges on prorata basis. However for 5th incident onwards first one hour penalty will be imposed equal to per hour hire charges (quoted rate per day/8) in addition to non-payment of hire charges on prorata basis. In any case if the break down period exceeds 02 hours in first 4 incidents and 1 hour from 5th incident onwards then penalty of amount equal to 01 day hire charges will be recovered in addition to non-payment of hire charges on prorata basis.
 - iii) If the break down exceeds beyond one day, the penalty will be at double the hire charges per day on pro rate basis from the second day onwards in addition non-payment of hire charges on prorata basis.
 - iv) Vehicle will be allowed for maintenance for one day in a month without any penalty with prior permission from the Engineer-in-charge if required

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II. Penalty for under performance: Road Sweeping Machine has to cover at least 11,000 Square Meters X 8 X Number of days in a month. In case area covered by the Road Sweeping Machine is less than area mentioned in the previous line then penalty will be imposed on the contractor and recovered in the running bill for the particular month as detailed below.

(a) From 99 to 90% i.e. daily average from
10999sq.mts/hr. to 9900sq.mts/hr. ----- 10% of daily hire charges

From 89 to 70% i.e. daily average from
9899sq.mts/hr. to 7700sq.mts/hr. ----- 20% of daily hire charges

From 69 to 50% i.e. daily average from
7699sq.mts/hr. to 5500sq.mts/hr. ----- 25% of daily hire charges

(b) If the average performance drops beyond 50% of the minimum required sweeping capacity on any day i.e. less than 5500 Sq.mts/hr then hire charges will not be paid for that day.

(c) If the average performance for day drops beyond 50% of the minimum required sweeping capacity continuously for seven days in any month then the contract will be cancelled and alternative action will be taken by the VPT at the risk, cost and responsibility of the contractor.

(d) The firm/contractor may substitute the deployed vehicle by a similar/better vehicle during the contract period provided the minimum sweeping capacity requirement specified is met and fuel consumption is same or lower than as quoted with prior approval of CME.

22. PAYMENT TERMS: a) Payment will be made through running bills on monthly basis after successful work done duly certified by the concerned Engineers and submission of all relevant documents .

b) Cost of diesel will be paid by VPT as per prevailing market price through out the contract period. However, bidder is required to bear the cost initially, which will be subsequently reimbursed by VPT along with the monthly bills based on the lowest prevailing rate of diesel in the particular month and based on the swept area and hour of operator during the month. However, diesel charges will not paid by VPT for the machine breakdown/non-working hours.

23. NON-PAYMENT FOR INCREASED RATES: No claim for any increase in rates will be entertained by the department.

24. A.P.V.A.T: APVAT will be recovered from the Firm/contractor bills as per extant rules. The successful tenderer has to submit the APVAT Registration Certificate after receipt of Work Order.

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25. INCOME TAX: Income Tax will be recovered from the Contractor's bills as per extant rules.
26. INSPECTION OF WORKS: The DCME-II/DMM(M)/A.E/AXE(Mech) his authorized representative shall have the right to inspect the work during the contract period.
27. Firm/Contractor has to comply with QMS, EMS, OHSAS and ISPS norms of VPT.

28. VPT statutory requirements

1. The contractor shall comply with the provisions of all the Acts, Laws, any Regulation or Bye-Laws of any Local or other Statutory Authority applicable in relation to the execution of the subject works, such as but not limited to:
 - (i) Payment of Wages Act, 1936 (Amended),
 - (ii) Minimum Wages Act, 1948 (Amended),
 - (iii) The Contractor Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended,
 - (iv) Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976,
 - (v) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account,
 - (vi) Motor Vehicle Act, 1988 & Motor Vehicle Rules –1989 as amended up to 2007,
 - (vii) Electricity Act, 2010 with upto date amendments from time-to-time.

29. Legal Requirements / Acts: The contractor should comply with the following legal requirements / Acts (Wherever applicable)

1. The Environment (Protection) Act & Rules -1986 as amended up to 04-10-2010.
2. The Hazardous Management , Handling and Trans boundary Movement) Rules, 2009
3. Manufacture, storage and import of Hazardous Chemicals Rules 1989 as amended up to 2000.
4. The Noise Pollution Regulations & Control Rules 2000 as amended upto 2010.
5. The Batteries (Management & Handling) Rules 2001 as amended upto 2010.
6. Factories Act-1948 & Factory Rules as amended up to 2005.
7. The Visakhapatnam Municipal Corporation Act-1979 as amended upto 2006 (Forming as Greater Visakha).
8. Fire Protection Facilities for Port Oil Terminals OISD (Oil Industry Safety Directorate) Guidelines 1992.
9. VPT (Transport, Handling & Storage of dangerous goods) Regulations 1992 as amended up to 1999.
10. The Air (Prevention & Control of Pollution Act -1981) and Rules 1982 as amended up to 2009.

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11. Railway Regulations
 - a) Indian Railway Track Design & Manufacture.
 - b) South Indian Railway Accident manual 1991.
12. The Radiation Protection Rules 1971 as mentioned upto 2004.
13. Explosives Act- 1884 as amended up to 1993.
14. Electricity Act 2003 with the rules.
15. Solar Regulations 1974 as amended up to 2010.
16. Marpol Regulations 73/78 with the Annexure (I, II, III, V & VI) as amended up to 2010.

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Requirement:

1. Double engine truck mounted mechanical sweeping machine.
2. Sound levels of the machine should be below 80 DB
3. Machine should have provision for side brooms which can sweep foot paths / kerb walls.
4. Machine should have low turning radius, so as to sweep small and narrow roads.
5. Machine should have hopper capacity of minimum of 5.0 M3.
6. Machine shall have minimum road sweeping capacity of around 11000 sq.m. per hour.
7. Machine must have water sprinkler for controlling the dust during sweeping action.
8. Machine must sweep at PM 10 Standard of cleaning dust.
9. Maximum cleaning the particle is around 110 mm.
10. Broom of the machine must be of polypropylene instead of iron as the rotating speed of the brooms damage asphalt of the BT roads.
11. Sweeping width range from 2.5m to 3.5m subject to the Machine meets a minimum road sweeping capacity around 11,000 Sq.m per hour and sweep PM10 Standard of cleaning dust .
12. Container volume is minimum 5.0 M3 and is of stainless steel.
13. Dust controlling is by water sprinkling nozzles.
14. Water tank shall be of light material with minimum 500 ltrs. Capacity and have life time warranty.
15. Environmental compliance shall be as per Euro-3 or equivalent.
16. Cabin shall be with clear vision.
17. Tyres must be of heavy duty.
18. Hopper dumping shall be either front/rear / dumping and able to dump the swept material at the earmarked area..
19. Mechanical sweeping machine shall be fitted with GPS with online tracking system on Google map.
20. Mechanical sweeping machine shall be fitted with video / web camera for recording the quality of clean continuously.
21. Machine shall work in general shift from 0800 hrs to 1700 Hrs including on Sundays and Public holidays.
22. The machine deployed shall be brand new one.
23. The firm shall have to commence the work within 60 days from the date of LOI by deploying the machine with required men. If deployment of machine is delayed beyond 60 days i.e. from 61 to 90 days, a penalty of recovering the hire charges on prorata basis will be affected from the first running bill after deployment of the machine. If the firm fails to deploy the machine even after completion of total 90 days period from LOI then the LOI / Work order issued stands cancelled without any notice / intimation and S.D. paid will be forfeited.
24. The machine deployed shall comply with all norms of local RTO authorities from time to time.
25. The supervisor / driver shall have an exclusive communication cell phones and also shall provide one cell phone to the concerned departmental supervisor for effective communication.

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26. The length and width of the roads tentatively to be swept is enclosed at Annexure "B"
27. Dumping yard will be decided after deployment of vehicle. However, the time and fuel consumption is included in 08 hrs job.

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ANNEXURE-A

- a) J.V./consortium firm agreeing to form Joint Venture / Consortium must accept colligations or commitments under the contract jointly and severally.
- b) J.V./Consortium should be in written of legally acceptable agreement and such agreement should have formed prior to participating in the bid.
- c) Such agreements/MoU should be notarized, if true copies submitted.
- d) J.V./Consortium agreement should contain explicitly the scope and responsibilities of all the partners in terms of financial and technical commitments/contributions. The J.V./Consortium should be severally and jointly responsible.
- e. J.V./consortium should be formed in India as per the provisions of Indian acts and shall be executed in the stamp paper of requisite value. The validity of agreement should be five (05) years after commissioning of the subject project at VPT.
- f) All the J.V./consortium companies must be registered as per the India Law.
- g. in case of (J.V Partners) shall together satisfy the minimum qualification criteria, members of the J.V./Consortium, who claim experiences and financial turn over shall have at least 26% equity in the consortium. The maximum members in the JV/Consortium shall not be more than 3(three) in number.
- h) While evaluating the partners of joint venture / consortium the partners of each shall be evaluated individually and / or jointly. It means that, if there are 2 partners, each partner has to meet the pre-qualification criteria of completion of one similar or two similar or three similar works, as the case may be, of the value indicated in the criteria either individually or in combination. It may further be noted that the individual work of each joint venture partner shall be evaluated and when combined the total value of the same should be equal to or more than the value of each category of work indicated in the pre-qualification criteria.

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i) J.V./consortium members should designate /nominate one member as “lead member with all necessary power authority to for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with bid for the execution of work.

j. All J.V./consortium partners should furnish all relevant data like experience in similar works executed, financially audited statements, firm registration No and other commercial details along with bids.

k) In case J.V./consortium is successful, the contract will be signed between VPT and the consortium lead member. The other members will also sign the contract alongside the consortium lead member.

L) The invoices to be submitted for payment would be certified by the lead member of the consortium.

In case company /firm is having fully owned subsidiary company in India, they may use their subsidiary company for bidding However, the principal (holding 100% shares of subsidiary company) should guarantee for all commitments of subsidiary company. In this case the experience and financial status of the principal company will be considered.

Joint Venture Data

Sl.No	Name and Address of The Firms	Name of the Partners	Date of Agreement	Area/field Agreement Entered.

Note: The following list of enclosures(notarised) are to submitted in case of joint venture /consortium namely 1) joint agreement / MoU 2) Proposed distribution in responsibilities 3) Name of the person/firm responsible for execution – Lead member of J.V/Consortium 4. Power of Attorney of lead member.

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ANNEXURE-B

STATEMENT SHOWING THE DETAILS OF ROADS TO BE UNDER
MECHANICAL SWEEPING AT EASTERN & WESTERN SECTOR

S.I.No.	Road No.	Name of the Road	Length of road in(mtrs)	Road width in (mtrs)	Type of surface
1		Road from H-7 Junction to convent junction	800	10.50	B.T.Surface
2.		Road from Convent Junction up to end of Ambedkar Flyover bridge (including NCFOB)	1130	7.50	B.T.Surface
3.		Road from H-7 junction to Port Arch at convent Junction	1600	11.00	B.T.Surface
4.		Road from P.C.R circle to C.W.C junction	3500 x 2	7.50	B.T.Surface
5.		Road from 'Y' junction to CWC junction and to S.S.Nagar junction	2000	7.50	B.T.Surface
6.		Road from J.P.Level crossing to EIPL	1000	7.50	B.T.Surface

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III. GENERAL DIRECTIONS:

1. All works proposed for execution by Contract will be notified in the form of invitation to Tender pasted in public places and signed by the Chief Mechanical Engineer, Visakhapatnam Port Trust.

This form will state the work to be carried out, as well on 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 Security Deposit 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 work signed for the purpose of identification by the Chief Mechanical Engineer, Visakhapatnam Port Trust, shall also be open for inspection by the Contractor at the Office of the Chief Mechanical Engineer, Visakhapatnam Port Trust during office hours.

2. In the event of the Tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, 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 the Indian Partnership Act.

3. Receipts for payment 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 officials, for the firm.

4. Any person who submits a Tender shall fill up the usual Printed Form, stating at what rate he is willing to undertake each item of work. Tenders, which propose any alteration in the work specified in the said form of Invitation to Tender or in the time allowed for carrying out the work, of which contain any other conditions of any sort will be liable for rejection. No single Tender shall include more than the work, but the Contractors who wish to Tender for two or more works, shall submit separate Tenders for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.

5. The Tender Committee constituted for the purpose, will open Tenders in the presence of any intending Contractors, who may be present at the time, and will cater 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 therewith, shall thereupon be given to the Contractor, who shall thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule-1. 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.

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

7.The receipt of an accountant or clerk for any money paid by the Contractor will not be considered as an acknowledgement of a payment to the F.A.& C.A.O. (Port Trust) and the Contractor shall be responsible for seeing that he procures a receipt signed by the F.A.& C.A.O. (Port Trust) of a duly authorized Cashier.

8.The memorandum of work tendered for, and the Schedule of materials to be supplied by the Port Trust Mechanical Engineering Department, shall be filled in and completed in the office of the Chief Mechanical Engineer before the Tender Form is issued. If the Form is issued to an intending tenderer without having been so filled in the completed, he shall request the office to have this done before he completes and delivers his tender.

IV. CONDITIONS CONTRACT

SECURITY DEPOSIT:

CLAUSE-1

(This will be the same percentage as that in the Tender at (E))

The person/persons whose tender may be accepted (hereinafter called the Contractor) shall (a) within one day for a Contractor of Rs.1,000/- or less, two days for one of 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 the Financial Adviser and Chief Accounts Officer (Port Trust) in Cash or Government Securities, endorsed to the Financial Adviser and Chief Accounts Officer (Port Trust) (if deposited for more than 12 months) a sum sufficient with 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 the Board at the time of making any payment to him for work done under the Contract to deduct such sum as will (with the Earnest Money deposited by him), amount to ten percent of all moneys to be payable, such deductions to be held by the Board by way of Security Deposit provided always that in the event of the Contractor depositing a lumpsum by way of Security Deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for the Board at the time of making any payment to the Contractor for work done under the Contract to make up the full percentage of percent, by deducting a sufficient sum of every such payment at last aforesaid. All compensation or other such money payable by the Contractor to the Board under the terms of his Contract, may be deducted from or paid by the sale of a sufficient part of his Security Deposit or from the interest arising there from or from any sums or 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 ten days thereafter make good in cash or 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.

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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 processed 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 as compensation, an amount equal to ½ 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 amount of the Contract value of 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 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 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 whole work for every week that the due quantity of the work remains incomplete.

B.) A penalty of 10% will be levied, if there is any deviation in specification, other than that agreed by V.P.T.

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 a sum not exceeding 10% of the Contract price as decided by the competent authority.

CLAUSE – 3

(Action when whole of Security Deposit is forfeited)

In any case in which under any Clause or Clauses of this Contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit (whether paid in one sum or deducted by installment) or submitted a breach of 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 course, as he may deem, best suited to the interest of the Board.

(a) (i) "To rescind the Contract (of which the Rescission Notice / Order, intimating the Contractor, under the hand of Chairman or the Authority nominated by the Chairman, with the approval of Chairman, VPT, shall be the conclusive evidence) and in which case, the Security Deposit to the Contractor shall stand forfeited and be absolutely at the disposal of the Board".

(a) (ii) "To rescind the Contract (of which the Rescission Notice./Order, intimating the Contractor, under the hand of C.M.E./VPT in respect of Contracts in Mechanical Department, or their subordinate officers for Contracts awarded upto Rs.3. lakhs (Rupees three lakhs only) with the prior approval of Chairman, VPT.,

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shall be the conclusive evidence) and in 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, Mechanical Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials of the amount of which case and price, a certificate of the Engineer-in-charge shall of 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 in had been carried out by the Contractor under the terms of his Contract, the certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the Contract.

(c) To measure up the work the Contract 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 would have been executed by him (of the amount of which excess the 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 the Board under the Contract or otherwise from his Security Deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of the above course being adopted by the Board, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on account of, with a view to the execution of the work or the performance of the Contract or the performance of the Contract, and in case the Contract shall be rescinded under the provision ‘aforesaid’, the Contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under his Contract, unless and until the Chief Mechanical Engineer, Visakhapatnam Port Trust, will have certified in writing, the performance of such work and the value payable in respect thereof and he shall be entitled to be paid the value so certified.

CLAUSE – 4

(The Contractor remains liable for compensation if action is not taken under clause-3)

(Power to take possession of or sell Contractor’s plant)

In any case in which any of the powers conferred upon the Board by Clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not, withstanding be exercisable in the event of any further case of default by the Contract 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 the past and future compensation shall remain unaffected. In the event of the Board putting into force either or the powers (a) or (c) vested on him under the proceeding clause, he may, if he so desires, 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 allowing for the same in account at the Contract rates, or in case of these being not applicable, as current market rates to be certified by the Engineer-in-charge whose

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certificate thereof, shall be final, otherwise the Chief Mechanical Engineer may be noticed in writing to the Contractor, of the works Foreman or authorised agent require him to remove such tools, plant, materials of store from the premises within a time to be specified in such notice) and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contract and at his risk in all respects and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

CLAUSE – 5

(Extension of time)

If the Contractor shall desire on extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other grounds, he shall apply in writing to the Chief Mechanical Engineer within 30 days of the date of the hindrance on account of which he desired such extension as aforesaid and the Engineer-in-charge shall if in his opinion (which shall be final) reasonable grounds be showed therefore authorise such extension of time, if any as may in his opinion be necessary or proper.

CLAUSE – 6

(Final Certificate)

On completion of the work, the Contractor shall be furnished with a certificate by the Chief Mechanical Engineer on such completion, but no such certificates 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 of materials and rubbish, and cleaned floors or other parts of any building in, upon or about which the work is to be executed or which he may have had permission for the purpose of the execution thereof, nor until the work shall have been measured by the Chief Mechanical Engineer, whose measurements shall be binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning of the dirt on or before the date fixed for the completion of the Contract, or remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks and cleans off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum mutually realised by the sale thereof.

CLAUSE – 7

(Payment or intermediate certificate regarded as evidence)

No payment shall be made for works estimated of cost less than Rupees One Thousand till after the whole of the work shall have been completed and a certificate of completion given. But, in the case of works estimated to cost more than Rupees One Thousand, the Contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Chief Mechanical Engineer whose certificate of such approval and passing of the sums payable shall be final and conclusive against the Contract. But all such intermediate payments shall be regarded as payments; for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and

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reconstructed, or re-erected or to be considered as the admission of the due performance of the Contract, or any part thereof in any respect or the accruing of any claim nor shall include, determine or affect in any way, the powers of the Chief Mechanical Engineer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect 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 respects.

CLAUSE – 8

The Contractor shall submit all bills on the printed, typed or cyclo-styled forms and the changes in the bills shall always be entered at the rates specified in the Tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such works.

CLAUSE – 9

(Payment of Contractor's bills to bank)

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 furnishes to the Chief Mechanical Engineer (1) an authorization in the form legally valid documents, such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by the Board on his signature on the bill or either claim preferred against the Board before settlement by the Engineer-in-charge of the account or claim by payment to the bank, while the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should wherever possible present his bills, duly receipted and discharged through his bankers. Nothing herein contained shall operate to create in favour of the Bank, any right or equities vis-à-vis the Board of Trustees of Visakhapatnam Port trust.

CLAUSE – 10

(Stores supplied by the Board)

If the specifications or estimate of the work provides for the use of any special description of materials to be supplied from the Chief Mechanical Engineer's stores or if it is required that the Contractor shall be certain that the stores to be provided by the Chief Mechanical Engineer (such materials and stores and price to be charged there therefore, the convenience of the Contractor, but not so as in any way to control the meaning or effect of this Contract specified in the schedule of Memorandum hereto annexed) 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 duly and the value of the full quantity of materials and stores so supplied at the rates specified in the said Memorandum may be set off or deducted from any sums then due or thereafter to become due to the Contractor under the Contract, or otherwise or against the Security Deposit or the process of sales thereof if the same is held in government securities, the same or a sufficient portion thereof being in this case, sold for the purpose. All materials supplied to the Contractor shall retain the absolute property of the 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

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perfectly good condition at the time of completion of determination of the Contract, shall be returned to the Engineer-in-charge's stores if by a notice in writing under his hand he shall so require but the Contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials supplied to him as aforesaid being unused by him or for any shortage in or damage to any such materials.

CLAUSE – 11

(Work to be executed in accordance with specifications, drawings, orders etc.)

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully, to the designs, drawings and instructions in writing, relating to the work signed by the Chief Mechanical Engineer and ledged in his office to which the Contractors shall be entitled to have access at such office or on 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 expenses, 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 carryout the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of 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 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 charge 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

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commence work to incur any expenditure in regard thereto before the rates shall have been determined as lastly herein 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 aforesaid 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 whatsoever, not require the whole thereof as specified in the Tender to be carried out, the Chief Mechanical Engineer 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 he might have derived from the execution of the work in full, but which he did not derive in consequence of neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

CLAUSE – 14

(Ratio and compensation payable in cast of the work)

If it shall appear to the Chief Mechanical Engineer or his subordinate in-charge of the work that any work has been executed with unsound imperfect or unskillful workmanship or with materials of 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 Contracted for or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the Chief Mechanical Engineer specifying the work, materials for articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be removed the materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Chief Mechanical Engineer his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent of the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure, the Chief Mechanical Engineer may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.

CLAUSE – 15

(Works to be open to inspection)

(Contract 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 Chief

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Mechanical Engineer and his subordinate, and Contractor shall at all times during the usual working 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 to receive orders and instructions or have responsible agent, duly accredited in writing, present for that purpose. Orders given by the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

CLAUSE – 16

(Notice to be given before work is covered etc.)

The Contractor shall give not less than five days notice in writing to the Chief Mechanical Engineer 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 maybe measured, and the correct dimensions thereof be taken before the same is so covered up or place beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense or in default thereof on payment of allowance shall be made for such work or the materials with the same was executed.

CLAUSE – 17

(Contractor liable for damage and for imperfections for 3 months after certificates)

If the Contractor or his work people or servants shall break, deface, injure or destroy any part of the building in which they may be working or any building, road, road fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground continuous to the premises on 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 clause whatever, or any imperfections become apparent in it, within three months (six months in the case of a road work) after a certificate final or other of its completion shall have been given the Chief Mechanical Engineer as aforesaid, the Contractor shall make the same good at his own expense, or in default, the Chief Mechanical Engineer may cause the same to do more good by other workmen and deduct the expense (of which the certificate of the Chief Mechanical Engineer shall be final from any sums that maybe there, or at a time thereafter may become due to the Contractor or from his Security Deposit, or the proceeds of sale thereof or of a sufficient portion thereof. The Security Deposit of the Contractor shall not be refunded before expiry of three months (six months in case of road work) after the issue of the certificate final or otherwise of completion of work, provided that in the case of a road work, if in the opinion of the Chief Mechanical Engineer if half of the Security Deposit is sufficient to meet all the 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 and is liable for damages arising from non-provision of lights fencing etc.)

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The Contractor shall supply at his own cost, materials (except such special materials, if any as may be accordance with the Contract, be supplied from the Engineer-in-Charge's stores) plant, tools appliances, implements, ladders, cordge, tackle, scaffoldings and temporary works, requisites or proper, for the proper execution of the work. Whether original, altered or substituted, and whether included in the specification or other documents forming part of the Contract or referred to in these conditions or not on which may be necessary for the purpose of satisfying or complying with the requirements of the Chief Mechanical Engineer, 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 on 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, weighing and insisting 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 Chief Mechanical Engineer and the expense may be deducted from any money due to the Contractor and the Contract or from his Security Deposit or the proceeds of sale thereof or of a sufficient position thereof. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be found to bear the expenses of defense of every suit, action or other proceedings at law that maybe 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 person or which may with the consent of the Contractor be paid to compromise any claim by any said person.

CLAUSE – 18 (A)

In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the workman's compensation Act, 1923 (Government is obliged to pay compensation to workmen employed by the Contractor, in execution of the works) the Board will recover from the Contractor, the amount of the compensation paid and without prejudice to the rights of Board under Section 12, Sub-section(2) of the said Act, the Board shall be at liberty to recover such amount or (any part thereof by deducting it from the Contractor whether under this Contract or otherwise. The Board shall not be bound to contest any claim made against it under Section 12, Sub-section(1) of the said Act, except on the written request of the Contractor and upon his giving to the Board full security for all costs for which the Board might become liable in consequence of contesting such claim.

CLAUSE 19: Female labour can be employed in this Contract.

CLAUSE – 19(A): No labour below the age of eighteen years shall be employed in the work.

CLAUSE – 19(B)
(Explanation)

(a) The Contractor shall pay not less that the fair wage to labourers engaged by him on the work.

'Fair Wage' means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified,

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the wages prescribed by the Central Public Department for the district in which work is done.

(b) The Contractor shall notwithstanding the provision of any Contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labourers engaged by his sub-Contractors in connection with the said work as if the labourers had been immediately employed by him.

c) In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this arrangement, the Contractor shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations made by the Board from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of a like nature.

d) The Chief Mechanical Engineer shall have the right to deduct from the moneys due to the Contractor, any sum required or estimated to be required for making good the loss suffered by worker / workers by reasons of non-fulfillment of the conditions of the Contract for the benefit of the workers non-payment of wages or of deductions made from his or other wages which are not justified by their terms of the Contract or non observance of the Regulations.

(e) Vis-à-vis the Board, the Contractor shall be primarily liable for all payments to be made under and for the observance of the Regulations as presaid without prejudice to his right to claim indemnity from his sub-Contractors.

f) The Regulations aforesaid shall be deemed to be a part of this Contract and as a breach thereof shall be deemed to be a breach of this Contract.

CLAUSE 19.1

(Health & Meals arrangements for workers)

In respect of all labour directly or indirectly employed in the works for the performance of the Contract part of this agreement, the Contractor shall comply with or cause to be complied with all the rules framed by the Board from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its Contractors.

CLAUSE – 20

(Works on Sundays)

No work shall be done on Sundays without the sanction in writing of the Chief Mechanical Engineer.

CLAUSE – 21

(Work not be sublet Contract may be rescinded Security Deposit forfeited for subletting or bribing or if the Contractor becomes insolvent)

The Contractor shall not assign or sub-let without the written approval of the Chief Mechanical Engineer and if the Contractor shall assign or sub-let this Contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any compromise with his creditors or attempts to do so, or if any bribe, gratuity, gift, loan, prejudice regard of advantage pecuniary or otherwise, shall either directly or indirectly be given, promised Contract, or any of his servants, or agents to any Public Officer or person in the employee of the Board in any way relating to this Officer or employment, if any such Officer or person becomes in any way directly or indirectly interested in the Contract, the

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Chief Mechanical Engineer 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 the Board, and the same consequences shall ensue as if the Contract had been rescinded under Clause 3 thereof and in addition the Contractor shall not be entitled to recover and be paid for any work thereto, for the work actually performed under the contract.

CLAUSE – 22

(Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss. Change in constitution of firm)

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensations to be applied to the use of the Board without reference to the actual losses or damage sustained.

CLAUSE – 23

In the case of a Tender by partners any in the constitution of the firm shall be forthwith notified by the Contractor to the Chief Mechanical Engineer for his information.

CLAUSE-24

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

Note: Clause No.25 to 29 Not applicable for this work

CLAUSE – 30

The Contractor shall obtain from the stores of the Engineer-in-Charge all stores and articles of European or American manufacturing which may be required for the work or any part thereof 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 Schedules they will be debited at cost price which for the purpose of this Contract, shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

CLAUSE – 31

(Lumpsum in estimates)

When the estimate on which the Tender is made, including lumpsum in respect of part 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 lumpsum amount entered in the estimate, and the certificate in writing of the

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Engineer-in-Charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this Clause.

CLAUSE – 32

(Action there on specification)

In the case of any class of work for which there is no such specification as is mentioned in the Rule, such work shall be carried out in accordance with the distinct specifications and in the event of there being no distinct specifications, then in such case, the work shall be carried out in all respects in accordance with the instructions and requirements of the Chief Mechanical Engineer.

CLAUSE – 33

(Definition of work)

The expression “Works” and / of “Work” where used in these conditions shall unless there be something either in the subject of contest payment to such construction, be constructed and taken 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 CLAUSES:

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

IV. ADDITIONAL CONDITIONS:

I. The Contractor undertakes 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 places fixed by the Engineer-in-Charge and nothing extra will be paid.

II. INCONVENIENCE TO PUBLIC: The Contractor shall not deposit materials on any site, which will seriously inconvenience the public. The Chief Mechanical Engineer may require the Contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the Contractor’s cost.

III) 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 and the labour camp to the satisfaction of the local Public Health and Medical authorities. He/they shall also at his/their own cost, make arrangements for laying of pipe lines for water supply of his/ their labour camp from the existing mains wherever available and shall pay all fees, charges and expenses, in connection with and incidental thereto.

IV. PROHIBITION AGAINST THE EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR

The Contractor shall not employ coal-mining or controlled area labour falling under a category whatsoever or in connection with the work or recruit labour area within the radius of 20 miles of the controlled area, subject to above, the Contractor

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shall employ imported labour only, i.e., depot imported labour or imported by Contractor from areas from which import is permitted.

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

The Contractor shall immediately remove any labourer who may be pointed out by the Chief Mechanical Engineer, 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 labourer. The certificate of the Engineer-in-Charge about the number of the coal-mining or controlled area labour and the number of 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 within the meaning of the exception of section 74 of the Indian Contract Act, 1972.

V. RETURN OF SURPLUS MATERIALS:

Notwithstanding anything contained to the contrary in any or all of the clauses of this Contract where any materials for the execution of the Contract are procured with the assistance of Board either by issue from Board stocks or purchase made under orders or permits or licences issued by the Board, the Contractor shall hold the said material economically and solely for the purpose of the Contract and not dispose of them without the permission of the Board, return if required by the Chief Mechanical Engineer all surplus or unserviceable materials that may be left with him after the completion of the Contract and its termination on any reason whatsoever on being paid or credited such prices as the Chief Mechanical Engineer shall determine having due regard to the conditions of the materials. The price allowed to the Contractor however shall not exceed the amount charged him, excluding the storage charge, if any. The decision of the Chief Mechanical Engineer shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing himself upon to action for contravention of the terms of licence of permit and or for criminal breach of trust, be liable to the Board which in the usual course would have resulted in him by reason for breach.

VI. EXTENSION OF TIME LIMIT FOR COMPLETION OF WORK:

If the Contractor shall desire on extension of the time for completion of the work, no application for such extension will be entertained if it is not received in sufficient time to allow the Chief Mechanical Engineer to consider it and the Contractor will be responsible for the consequence arising out of the negligence in this respect.

VII) I/We agree that should I/We fail to commence the work specified in the above Memorandum

or 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 condition of Contract and an amount equal to the amount of the Earnest Money mentioned in

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the form of Invitation of Tender shall be absolutely forfeited to the Board be recovered out of the deposit in so far as the same may extend in terms of the said Bond and in the event of deficiency out of any other moneys due tome/us or otherwise.

VIII CONDITIONS RELATING TO THE EXECUTION OF ADDITIONAL WORK:

No deviation from specification stipulated in the Contract of additional items of work, shall be carried out by the Contractor, unless the rates of the substituted, altered or additional items have been approved in writing by the competent authority, failing which the Board will not be bound to entertain any claim on this account.

IX. I am/We are, not related to any of the officers employed by the Port Trust or any Officer of the rank of Assistant Secretary or above in the Ministry of Transport.

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

VISAKHAPATNAM PORT TRUST
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GUARANTEE BOND

(To be used by Scheduled Commercial Banks)

In consideration of the Board of Trustees of the Port of Visakhapatnam, a body corporate, duly constituted under the Major Port Trusts Act, 1963, (hereinafter called

“The Visakhapatnam Port Trust Board”) having agreed to exempt M/s _____

_____ (hereinafter called

“the said Contractor(s)” from the demand, under the Terms and Conditions of Tender for _____ of E.M.D. for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for Rs. ____ (Rupees _____)

We, _____ do hereby undertake
(Name of the Bank)

To indemnify and keep indemnified, the Board to the extent of Rs. _____

We, _____
(Name of the Bank)

further agree that if a demand is made by the Port for honoring the Bank Guarantee, we

_____ have no right to decline to cash

(Name of the Bank)

the same for any reason whatsoever. The fact that there is a dispute between the said contractor(s) and the Port is no ground for us _____ to decline

(Name of the Bank)

to honor the Bank Guarantee. The very fact that we _____

(Name of the Bank)

decline to honour the Bank Guarantee is a sufficient reason for the Port Trust Board to enforce the Bank Guarantee unconditionally without any reference to the said Contractor(s).

2. We, _____ further agree that a mere demand by the

(Name of the Bank)

Port Trust Board is sufficient for us _____ to pay the amount

(Name of the Bank)

covered by the Bank Guarantee without reference to the said Contractor(s) and any protest by the

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said Contractor(s) cannot be a valid ground for us _____

(Name of the

Bank)

to decline payment to the Port Trust Board.

3. We, _____ further agree that the guarantee herein contained

(Name of the Bank)

shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the Visakhapatnam Port Trust Board under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged, or till the Visakhapatnam Port Trust Board certifies that the Terms and Conditions of the said Tender have been fully and properly carried out by the said Contractor(s) and accordingly, discharges the guarantee, subject however, that Visakhapatnam Port Trust Board shall have the rights under this bond to prefer a claim within the statutory limitation period.

If a notice of demand is served on the Bank by the Port Trust Board before the expiry of the Guarantee, then, notwithstanding anything to the contrary herein contained, the liability of the Bank under this Guarantee will continue until terminated by the operation of law.

4. We, _____ further agree that the Port Trust Board shall have the

(Name of the Bank)

fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the Terms and Conditions of the said Tender or to extend the time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time, any of the powers exercisable by the Port Trust Board against the said Contractor(s) and to forbear or enforce any of the Terms and Conditions relating to the said Tender and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Port Trust Board or any indulgence by the Port Trust Board to the said Contractor(s) or any such matter or thing whatsoever, which under the law relating to sureties would but for this provision have effect of so relieving us _____

(Name of the Bank)

5. We, _____ lastly undertake not to revoke this guarantee _____ (Name of the Bank)

during its currency except with the previous consent of the Visakhapatnam Port Trust Board in writing.

6. Notwithstanding anything mentioned hereinabove, the guarantee is restricted to Rs. _____ (Rupees _____ only) and shall remain

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in force until _____, unless a demand or claim under this guarantee is made on the said Bank in writing within the statutory limitation period, i.e, before _____ (This date is to be computed as 3 (three) months from the date of expiry of B.G. period).

Dated the _____ day of _____ 2016

For _____
(Name of the Bank)