

विशाखपट्टणम पत्तन न्यास / VISAKHAPATNAM PORT **AUTHORITY**

अभियंता विभाग / CIVIL ENGINEERING DEPARTMENT ISO 9001 PORT **OHSAS 18001 PORT**

ISO 14001 PORT



निविदा नोटीस / Tender Notice No.IENG/North/T/HP/ variety types of Plants / Dt. 12.02.2024.

सार्वजनिक क्षेत्र के उपक्रमों से निम्न बताए गए कार्य निर्माण / निष्पादन के लिए उस प्रकार के कार्य करने में अनभव प्राप्त ठेकेदारों से विहित प्रपत्र में भूहरबंद निविदाए आमंत्रित की जाती है ।

Sealed Tenders in the prescribed proforma are invited for the work mentioned hereunder from reputed contractors having experience in executing Horticultural Works.

 कार्य का नाम / Name of work : Supplying and planting of variety types of Plants Indoor and outdoor plants at Chairperson Bungalow No.3 and Camp office on North side area at Harbour Park.

: Rs.1,62,411/-(excluding GST)

3) ई.एम.डी / E.M.D.

Rs.3,300/-

निविदा प्रपत्र का मूल्य - (गैर वापसी) /

: Rs.236/-

Cost of Tender papers (Non- refundable)

अनुमानित लागत / Estimated Amount put to tender

(Rs.200/- + Rs.36/- GST)

निविदा अनुरोध करने की अंतिम तिथि /

19.02.2024

Last date of request for Tenders

6) निविदा प्रपत्र जारी करने की अंतिम तिथि /

19.02.2024

Last date for issue of Tenders

7) निविदा प्राप्त करने की तिथि और समय

20 .02.2024. 14.00 बजे तक :

निविदाए उसी दिन १४.०५ बजे के बाद खोली /

Date and time for receipt of Tenders up to 14.00 Hrs.

Tenders 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.म्.ले.अ. के नाम पर निविदा प्रपत्र मूल्य के लिए डी.डी. सिहत राष्ट्रीयकृत बैक / अनुसूचित बैक से रू.६.०० लाख का एक वर्ष के अंदर प्राप्त सपत्रता प्रमाण तथा ए.पि.वी.ऐ.टी. पंजीकरण विवरण जो निविदाकार उन निविदा दस्तावेजों को वि.पो.टू. वेबसाइट ज़्ज़ उक्ष्हऋक छड़च. क्य .से क़्द्रध्द थ्दुड्ड करना चाहते है. उन्हे इन निविदा दस्तावेजों की कीमत निविदा प्रस्तूत करते समय चूकानो होगे पिचले 3 (तीन) वषों में 31 मार्च वीत्त वर्ष को समाप्त औसत टर्नओवर का विवरण जो रू.0.48 लाख से कम .7 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 कायाँ का जिसमें प्रति कार्य अनुमानित लगत के 40% से कम ने हो, इसी प्रकार के 2 संपदित कार्यों का जिसमें प्रति कार्य अनुमानित लागत के 50% प्रतिशत $\dot{}$ से कंम न हो, तथा इसी प्रकार का एक कार्य जो अनुमानित लगत के 80% प्रतिशत से कंम न हो का अनुभव । आवेदक यदि विशाखपटुणम पोर्ट ट्रस्ट में पंजीकृत मे पंजीकृत नहीं है तो सरकारी / सार्वजनिक बेत्र में पंजीकरण का प्रमाण भेजा जाए

Contd.....2

Request for issue of Tender papers shall be addressed to the undersigned enclosing D.D. in favour of FA&CAO/VPT towards cost of Tender papers along with copies of Solvency from Nationalised Bank/ Scheduled Bank to the extent of Rs.0.75 Lakhs obtained within one year. The Tenderer who wishes to download the Tender documents from the VPT Website (WWW VIZAG PORT. Com) have to pay the cost of Tender papers at the time of submission of Tender in a separate sealed cover. Otherwise their Tender will not be considered, the Tenderers are required to observe the website to find out any corrigendum issued subsequent to the downloading of the Tender notice and schedule. Details of average annual turnover not less than Rs. 0.48 lakhs during the last 3 (three) years ending 31st March of the previous financial year, duly certified by the Charted Accountant, proof of experience in civil works i.e., experience of having successfully completed civil works during last 7 years ending last day of month previous to the one in which applications are invited should be 3 (three) Horticultural Works completed each costing not less than the amount equal to 40% of the estimated cost (or) 2 (two) Horticultural Works completed each costing not less than 50% of the estimated cost (or) 1 (one) Horticultural Works completed costing not less than 80% of the estimated cost and proof of Registration with Government / Public Sector undertaking in respect of applicants not registered with Visakhapatnam Port Trust.

If any amendment or addendum will be issued before opening of the Tenders and the same may be looked in the VPT Web site and any further clarifications can also obtained from CE's office VPT.

निविदा प्रपत्र जारी करने का अधिकार सुरक्षित है । The right of issue of tenders is reserved.

> कार्यकारी अभियंता –(North) Executive Engineer (North)

Copy to:

SE (CP) / AXE(HP) - for information.

FA&CAO / Nodal Officer, IT / C.V.O. -for information

Dy. Director (ITS) along with complete bid document in Soft copy to publish in the Web site of V.P.T. up to -02-2024.

Asst. Secretary / OS - to arrange to display the tender notice on the notice board

M/s.Builders Association of India, Plot No.43&44,

4th Floor, Siripuram, Visakhapatnam

The Garison Engineer, MES, Visakhapatnam

The Chief Engineer, DGNP, Visakhapatnam

The Chief Engineer, NAVY, Visakhapatnam

The Supdt. Engineer, CPWD, Visakhapatnam

The Supdt. Engineer, R&B, Visakhapatnam

The Supdt. Engineer, Public Health Visakhapatnam

The Chief Engineer, VMC, Visakhapatnam

The Chief Engineer, VUDA, Visakhapatnam

The Divl. Rly. Manager(Engg.), Waltair, Visakhapatnam

The Chief Engineer, M/s. R.I.N.L., Steel Plant,

Visakhapatnam

The Chief Engineer, M/s. N.T.P.C., Visakhapatnam

The Chief Engineer, M/s. N.H.A.I., Marripalem,

Visakhapatnam

For information with a request to arrange wide publicity

VISAKHAPATNAM PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

PERCENTAGE - TENDER FOR WORKS

I / We hereby Tender for execution for Board of Trustees of the Visakhapatnam Port Trust of the works specified in the Tender memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications design and instructions in writing referred to in Rule - 1 hereof and in clause - II of the conditions of contract and with such materials as are provided for by end in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM (GENERAL DESCRIPTION)

a) Name of the work : Supplying and planting of variety types of

Plants Indoor and outdoor plants at Chairperson Bungalow No.3 and Camp office on North side area at Harbour Park.

b) Estimated Cost : **Rs.1,62,411**/-

(excluding GST)

c) Earnest Money : Rs.3,300/-

d) Security Deposit : 10% of the contract amount

e) Percentage to be deducted from

bills towards Security Deposit

10% of the gross bill amount will be recovered towards S.D. from the bills till the entire amount of 10% of the contract

value is reached including EMD.

f) Time allowed for the above work: 15 Days.

from date of written order.

g) Maintenance period : 03 (three) Months

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

Should this Tender be accepted I/We hereby agreed to abide by and fulfil all the terms and provisions of the conditions contained in the pamphlet named "GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT" which have been read by me, read and explained to me so far as applicable, or in default thereof to forfeit and pay to the Board of Trustees or its successors in office the sums of money mentioned in the said conditions:

Give particulars and Nos. strike out (a) if no The sum of Rs.3,300/-is deposit with the cash security deposit is to be taken 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 / Strikeout (b) if any Cash Security Deposit We fail to commence the work specified in the above memorandum of should I / we is taken not deposit the full amount of SECURITY specified DEPOSIT in the memorandum in accordance with Clause I Receipt attached as Earnest Money (A) the (a) of the said conditions of Contract, otherwise the said sum of Rs.3.300/-(Rupees three thousand three hundred only) shall be retained by Government as on account of such SECURITY DEPOSIT as aforesaid or (b) the full value of which shall be retained by BOARD on account of the SECURITY DEPOSIT specified in Clause I (b) of the said conditions of contract. Dated the ----- day of -----Signature of contractor before submission of Tender. Witness: Signature of witness to Contractor's Signature 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 ------**CHAIRPERSON** VISAKHAPATNAM PORT AUTHORITY The common seal of the BOARD OF TRUSTEES of the Port of Visakhapatnam has been affixed in the presence of Sri CHAIRPERSON of the Board of Trustees has signed on behalf of the Board in the presence of

VISAKHAPATNAM PORT AUTHORITY <u>CIVIL ENGINEERING DEPARTMENT</u>

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: Supplying and planting of variety types of Plants Indoor and outdoor plants at Chairperson Bungalow No.3 and Camp office on North side area at Harbour Park.

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

CONTRACTOR

Executive Engineer (North)

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.

VISAKHAPATNAM PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

NAME OF WORK: Supplying and planting of variety types of Plants Indoor and out door plants at Chairperson Bungalow No.3 and Camp office on North side area at Harbour Park.

SCHEDULE 'B'

SI. No.	Description of work	Approx. Qty	Unit	Rates in figures and words	Amount Rs. Ps.
1.	Supplying of variety types of plants and transporting at site of work including loading and unloading the plants etc., as directed by the Engineer-in-charge complete. All labour and materials.				
	i) Calathea Peacock	4.00	Each	750.00 (Rupees Seven Hundred Fifty only)	3000
	ii) Aglonema Dove New	2.00	Each	1200.00 (Rupees One Thousand Two Hundred only)	2400
	iii) Aglonema Fire Red	8.00	Each	410.00 (Rupees Four Hundred Ten only)	3280
	iv) Anthurium Red Selfvotaries	2.00	Each	1650.00 (Rupees One Thousand Six Hundred Fifty only)	3300
	v) Anthurium Mini Red	1.00	Each	560.00 (Rupees Five Hundred Sixty only)	560
	vi) Anthurium Mini White	1.00	Each	500.00 (Rupees Five Hundred only)	500

SI.	Description of work	Approx.	Unit	Rates in	Amount
No.		Qty		figures and words	Rs. Ps.
	vii) Anthurium White	2.00	Each	680.00 (Rupees Six Hundred Eighty only)	1360
	viii) Anthurium Red	2.00	Each	680.00 (Rupees Six Hundred Eighty only)	1360
	ix) Marigold	1200.00	Each	48.00 (Rupees Forty Eight only)	57600
	x) Munaga	10.00	Each	40.00 (Rupees Forty only)	400
	xi) Bird Nest Fern	2.00	Each	1150.00 (Rupees One Thousand One Hundred Fifty only)	2300
	xii) Guava	6.00	Each	810.00 (Rupees Eight Hundred Ten only)	4860
	xiii) Boppai	10.00	Each	38.00 (Rupees Thirty Eight only)	380
	xiv) Chryasanthemum	180.00	Each	89.00 (Rupees Eighty Nine only)	16020
	xv) Dianthus	120.00	Each	48.00 (Rupees Forty Eight only)	5760
	xvi) Homalomena	2.00	Each	800.00 (Rupees Eight Hundred only)	1600
	xvii) Lotus	2.00	Each	1240.00 (Rupees One Thousand Two Hundred forty only)	2480

SI.	Description of work	Approx.	Unit	Rates in	Amount
No.	'	Qty		figures and	Rs. Ps.
				words	
	xviii) Philodendron Birkin	2.00	Each	380.00	760
				(Rupees	
				Three	
				Hundred	
		0.00	-	Eighty only)	2000
	xix) Curcum	2.00	Each	1800.00	3600
				(Rupees One	
				Thousand	
				Eight	
				Hundred	
				only)	
	xx) Rubber Black	2.00	Each	550.00	1100
				(Rupees	
				Five Hundred	
				Fifty only)	
	xxi) Orchid Purple	2.00	Each	710.00	1420
	And Greiner diplo	2.00	Lucii	(Rupees	1 120
				Seven	
				Hundred	
				Ten only)	
	xxii) Orchid Maroon	2.00	Each	696.00	1392
				(Rupees Six	
				Hundred Ninety Six	
				only)	
	xxiii) Ponnisettia	8.00	Each	400.00	3200
	,			(Rupees	
				Four	
				Hundred	
		4.00	0.1	only)	4.470
	xxiv) Arrow, Profenophos	1.00	Set	1170.00	1170
	(1/4Kg + 1Ltr)			(Rupees One	
				Thousand	
				One	
				Hundred	
				Seventy	
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		41.6	only)	
	xxv) 13-00-45	2.00	1Kg	225.00	450
				(Rupees Two	
				Hundred	
				Twenty Five	
				only)	
	xxvi) NKP	50.00	1Kg	48.00	2400
				(Rupees	
				Forty Eight	
	7	100.00		only)	5000
	xxvii) Zinnia (8X8)	100.00	Each	52.00	5200
				(Rupees Fifty Two	
				only)	
	ITDACTOR			Offig)	

SI. No.	Description of work	Approx. Qty	Unit	Rates in figures and words	Amount Rs. Ps.
	xxviii) Torenia (8X8)	100.00	Each	53.00 (Rupees Fifty Three only)	5300
	xxix) Solvenia (8X8)	115.00	Each	54.00 (Rupees Fifty Four only)	6210
	xxx) Vinca Roses (8X8)	100.00	Each	47.00 (Rupees Forty Seven only)	4700
	xxxi) Begonia (Pot)	80.00	Each	69.00 (Rupees Sixty Nine only)	5520
	xxxii) Petonia (8X8)	100.00	Each	69.00 (Rupees Sixty Nine only)	6900
2.	Supply of Man Mazdoor / Women Mazdoor / Watchmen, Gangmen / Mazdoor (unskilled) to work in any site conditions etc., as required and as directed by the EIC complete. All labour and materials.	10.00	Each	592.90 (Rupees Five Hundred Ninety Two and Ninety paisa only)	5929
	Amount put to tender Rs (Rupees One Lakh Sixty two thousand Four Hundred Eleven only)				

Percentage excess/less over the amount put to Tender	_ %
(In words)

Executive Engineer (North)

VISAKHAPATNAM PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

NAME OF WORK: Supplying and planting of variety types of Plants Indoor and out door plants at Chairperson Bungalow No.3 and Camp office on North side area 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) latest versions as applicable, specifications given in the Schedule "B" (schedule of quantities and rates) of the contract and special conditions. Standards issued elsewhere may be used if approved by the Engineer-in-charge for those items of work only for which appropriate Indian Standards do not exist. Necessary testing charges, if any, shall be borne by the contractor.
- 2. The Contractor is responsible for taking precautionary measures for the safety of the lives of the mazdoors working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc. lies entirely on the part of the Contractor.
- 3. The notice inviting Tenders and General Conditions etc., shall form part of contract.
- 4. All the rules and regulations governing the Visakhapatnam Port Trust shall be applicable.
- 5. Any damages caused to Port property either directly or indirectly shall be made good by the Contractor at his own cost.
- 6. The decision of Engineer-in-charge is final in case of any technical clarification.
- 7. All defective works pointed out by the Engineer-in-charge shall be rectified by the contractor at his cost.
- 8. The percentage excess / less over total schedule amount shall be required to be typed at the end of the schedule- 'B' by the contractor.
- 9. No sales tax will be paid on account of the work.
- 10. It is the responsibility of the Contractor to see that the job entrusted is done expeditiously with safety and in time. Time is the essence of the contract.
- 11. The VPT reserves the right to withdraw any item of Tender or to cancel the subject Tender without assigning any reason.
- 12. Statutory deductions will be made from the bills.
- 13. Payment will be made according to the actual quantities of work ordered and carried out as measured by the Engineer-in-Charge. The rate entered in the contract shall be valid for any extent of variation of quantity of each individual item subject to total contract value does not get altered by more than 25%.
- 14. Any additional work required, should be carried out with the prior approval of CE / VPT or his authorized representative and will be paid extra as per mutually agreed up on.
- 15. The Standard VPT conditions, which are not mentioned, are also applicable to this work.

- 16. The Contractor has to follow the norms of IMS as the VPA is adhering to Quality management system (ISO 9001-2015), Environmental management system (ISO 14001-2015) and Occupational health & safety assessment series (OHSAS 18001-2015) for their activities.
- 17. The contractor / Firms while quoting Tender shall note that, no post Tender negotiation will be held with the L-1 Tenderers, except in exceptional cases, whenever it is found necessary.
- 18. If any forged / fake documents are submitted by the Tenderers, the management reserves the right to forfeit the EMD/SD besides their business dealings with VPT will be banned.
- 19. No claim will be entertained for fluctuation in market rate of any labour, materials on transportation etc., during the period of contract.
- 20. No escalation clause will be entertained at any stage of the contract.
- 21.METHOD OF MEASUREMENT:
 - Standard Method: Unless stated or billed otherwise, quantities shall be measured in accordance with the Indian Standard code of practice for Measurement of Civil Engineering works I.S. 1200. The rates entered in the contract shall include whatever allowance is considered by the contractor to be necessary for waste, working area, construction slopes, batters etc.
- 22. The Tenderers are expected to carefully inspect the site of work and study the site conditions before Tendering for this work and no claim whatsoever will be entertained at a future date arising out of local working conditions and clarifications given by the department.
- 23. The Contractor shall abide by all statutory regulations, labour rules, insurance, safety codes, P.F. contribution, Minimum wages act in force and as applicable during execution of the contract and obtaining clearance from Visakhapatnam Port Trust and relevant authorities as and when required.
- 24. The Contractor should observe the prohibitory rules and regulations in force at the time of work and as revised from time to time and cause no obstructions or hindrance to the department work.
- 25. The 2% value of the Tender amount should be paid towards EMD along with submission of Tender. The EMD of 2% will form part of the total security deposit of 10% and only the balance of 8% will be recovered from the running on account bills at the rate of 10% until the balance of 8% is recovered. The Security deposit will be refunded only after satisfactory completion of the work.
- 26. The contractor shall employ a supervisor as necessary in execution of works as per requirement and as per instructions of Engineer-in-charge.
- 27. The Port working hours are from 08.30 AM to 1.00PM and from 02.00 PM to 5.30PM. Any work requiring supervision carried out by the contractor beyond working hours and holidays, the contractor shall apply in writing in advance of such work to arrange supervision.

- 28. All the eligible bidders, who are registered with NSIC/ Ministry of MSME are exempted from payment of EMD amount and Tender Document Cost subject to fulfilling of following conditions.
 - The Bidder should invariably submit a request letter claiming "EMD and Tender Document Cost exemption".
 - ii) The Bidder has to submit the self-certified copy of the Registration Certificate issued by NSIC/Ministry of MSME for the works/ services relevant to the "Subject Tender as per Pre-qualification criteria".
 - iii.) The above Registration Certificate should be valid on the date of opening of the technical bid.
 - iv) The Monitory limit of the Registration certificate shall be more than the "Amount put to Tender". In case the monitory limit of the above Registration Certificate is less than the estimated cost (put to tender), then the above certificate will be treated as invalid for the subject Tender Value.
 - v) In case the Registration Certificate issued by NSIC/ Ministry of MSME is found to be invalid (date expired) or insufficient monitory limit or irrelevant works or services ie., other than the tendered works/ services, then the above Registration certificate cannot be considered for exemption of EMD & Tender Document cost and the Bid received with treated as "Bid submitted without EMD and Tender Document Cost", which would attract disqualification under EMD & Tender Document Cost of Tender conditions as mentioned above.
 - vi) In case the bid is submitted as an Indian arm of a Foreign Bidder and the eligibility criteria conditions were met thru foreign company, then the "EMD Exemption & Tender Document Cost cannot be claimed under the MSME status of Indian arm/ Subsidiary.
 - vii) Copy of "Application for obtaining NSIC/MSME Registration" of pending renewal of NISC will not be entertained. Such offers will be treated as Offers received without EMD and Tender Document Cost.
- 29. The bidder will have to give a certificate that their firm or company is not having any relationship (direct / indirect) either personal or commercial with any of existing trustees of VPT.
- 30. Regular inspection of the site by the contractor / technical engineer / supervisor is Required so as to plan execution of the work. Accordingly the contractor has to quote the percentage excess / less over the amount put tender.
- 31. If required, the construction agencies / Firms would provide Crèche at their camp offices / Labour work sites.
- 32.GST in respect supply of goods & services or on works contract as applicable in respect of this contract should be payable by the supplier / service provider / Contractor and port trust will not entertain any claims with effect from 01.07.2017.
- 33. According to GST Act every dealer is liable to be registered whose aggregate turn over exceeds Rs.20 lakhs for supply of goods / services / executing any works contract. Accordingly GSTIN is to be provided for participation in tender and to award the contract.
- 34. The applicable TDS as per the Central GST (CGST) Act., will be deducted as and when notified by the Government.

- 35. The rate to quote should be exclusive of GST component and payment will be made against "Tax Invoice" as prescribed under the GST Act / Rules.
- 36. The supplier / contractor is required to remit GST as per the "Tax Invoice" and file the details in GSTR1 on or before 10th of the subsequent month to enable VPT to claim input tax credit otherwise the said tax invoice will be kept pending for payment.
- 37. The percentage tender bearing any inscription either to increase or decrease the percentage quoted shall not be considered and such tender will be rejected summarily.
- 38. The rate quoted shall be exclusive of GST and GST as applicable shall be extra.
- 39. The supplier / contractor shall have to provide HSN code / SAC code and the responsibility of applying the correct rate of Tax in GST regime shall be on the supplier / contractor. The supplier / contractors is not entitled for any other taxes / cesses which are subsumed in GST except for applicable GST mentioned in the Tax Invoice.
- 40. The Central excise duty, VAT and TDS on works contracts, Service tax, Octroi, Entry tax etc. which are subsumed in GST are no more applicable in the present GST.
- 41. Supplier / Contractor is to submit Tax Invoice (for taxable supplies) as per the governing provisions of GST law and all the particulars which are mandatorily required to be mentioned in Tax invoice etc. shall have to be necessarily mentioned in such Tax Invoice. The amount of GST claimed in the Tax Invoice shall be final and any future claim by the supplier / contractor shall not be entertained by VPT under any circumstances.
- 42.In case of further change in the tax structure till the date of completion of work or in case any error is noticed in the calculation of amount payable / recoverable the same shall be paid by VPT or else recovered from the bills or security deposits or any other amounts payable to the supplier / contractor.
- 43.In case the value charged / tax charged in the tax invoice is found to be less than the taxable value or tax payable in respect of such supply, the same shall not be entertained by VPT unless the supplier / contractor who has supplied such goods or services or both, shall issue to the VPT a debit note / supplementary invoice containing such particulars as may be prescribed.
- 44. The supplier of goods / services / composite supplies / works contractor has to mandatorily remit the GST collected from VPT to the Government. In case of any non-payment of GST by such supplier of goods / services / composite supplies / works contractor which has the adverse effect on the input tax credit availed by VPT if any, such amount together with interest shall be recovered from the bills / tax invoices / any other amounts payable to the supplier / contractor.
- 45.VPT is liable to deduct TDS if applicable as per the provisions of Section 51 of CGST Act from the date notified by VPT at the applicable rates.

- 46. The components viz. Labour cess, TDS as per Income tax Act 2017, Seignorage fee etc. viz. taxes / cesses which are not subsumed in GST shall be applicable as it is and there is no change in such recovery procedure and the same has to be continued.
- 47.In terms of clear provisions under Section 171 (1) of CGST Act, the supplier / contractor shall have to pass on the benefit in the form of reduction in prices in case there is any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit. Accordingly, the contractor has to submit a Declaration (Declaration No.2) attached herewith.
- 48. The contractor shall be liable for authenticate verification of work men engaged in the work including obtaining proof of Aadhar Cards etc.,
- 49. The contractor shall engage experienced/ skilled workmen at the site. The contractor shall fulfill all the legal requirements regarding insurance, PF, ESI etc., to the workmen engaged in the work and shall comply all the QMS/ EMS/OHSAS existing norms of the organization.
- 50. The contractor shall be liable for any theft / damages occurred to the Port property due to his workmen mismanagement / carelessness / un-lawful activities etc., at site, the necessary recovery will be affected based on the actual assessment what so ever from running account bills. The Engineer-in-charge discretions the final in this regard.
- 51.If required, the construction agencies / Firms would provide Crèche at their camp offices / Labour work sites.
- 52. The contractor shall submit the proof of actual payment done (e-payment) to the workmen engaged particulars to the Engineer-in-charge for processing running account bills (payment will be made only for prescribed persons in the work).

Executive Engineer (North)

DECLARATION

The conditions contained in the NIT were perused and it was understood that is the condition relating to GST is concerned it was mentioned as follows:

"According to GST ACT every dealer is liable to be registered whose aggregate turn over exceeds Rs 20 lakhs for supply of goods / services / executing any work contract accordingly GSTIN is to be provided for participation in tender and to award the contract".

I the authorised signatory of the bidder do hereby declare and confirm that I have read and understood the NIT conditions as such I am conscious about the consequences and implications of GST on the subject work. I further declare that I am well aware of the guidelines being issued by the Govt. of India regarding GST from time to time and also the applicability of the rates and the likely variation of the same in future either upwards or downwards under the GST regime in respect of the works in VPT. I am also aware that I am bound by the policy of the Govt in this regard.

I therefore hereby undertake and declare that I shall be liable to pay any amounts payable towards GST unconditionally without any demur and in this regard I hereby authorize VPT to recover or deduct such sum of GST from the amounts as per rules payable to Me / Our firm. I declare that the authorization hereby given is irrevocable and shall be binding on me as well as my successors, agents or person claiming any amount on my behalf.

SIGNATURE OF THE CONTRACTOR / FIRMS

NAME

ADDRESS

Visakhapatnam Date.

VISAKHAPATNAM PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

. . .

<u>UNDERTAKING</u>

I am aware of the General Directions and conditions of contract works on percentage tender and additional conditions including amendments issued from time to time of the Civil Engineering Department , Visakhapatnam Port Authority. I will abide by them whenever works are entrusted to me and will sign them at the time of agreement without questioning . Also , I will not claim anything extra for the reason that they are not supplied along with tender papers.

SIGNATURE OF THE CONTRACTOR

NAME:

ADDRESS:

VISAKHAPATNAM