

MORMUGAO PORT AUTHORITY

Engg (Mech) Dept / Materials Management Division

AO-bldg, PO Headland Sada, Goa 403 804, Contact: 0832 259 45 33/06

MM/Depot/2024/**0171**

21.2.'24

To,

Sub: Tender-Quotation.

Sir,

Kindly furnish your Tender-quotation for the below works in the following format.

Description	Cost	HSN/ SAC	GST @ ---- %	Other taxes & levies	Total-Cost
Collecting, removal, clearing, shifting / relocating away debris of demolished 12-buildings (strictly as per the Scope of work Annexure-I). Quantity:01-Lot basis					

Total Amount: _____
(Figures & words) _____

Terms and Conditions

1. Validity: Your quotation shall be valid for 45 days from the date of opening. Confirm acceptance.
2. Kindly mention the HSN/SAC No. at the time of quoting.
3. Kindly submit your Tender Quotation No: MM/Depot/2024/0171, on or before the due date ie on **29.02.2024.**
4. The cost of site visits shall be borne by the contractor.

5. Bidder to inform himself, fully.

Bidder/Contractor is expected to examine carefully the contents of all the **Scope of work / (Annexure-I)** etc. Failure to comply with the requirements will be at the Bidder/Contractor own risk. The Bidder/Contractor to ensure to make a complete and careful examination of requirements and other information set out in the bid Document. The Bidder/Contractor shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the contract-works as per the conditions of the Scope of work and to satisfy himself to sufficiency of his tender etc.

The Bidder/Contractor shall examine carefully the conditions of contract herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder/ Contractor is advised to visit the Mormugao Port Authority and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder/ Contractor in connection with such investigations for the submission of his offer shall be borne by him and MPA accepts no liability or responsibility whatsoever therefore.

The Bidder/Contractor shall bear all costs associated with the preparation and submission of his bid and MPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

After the submission of bid(s) by the Bidder/Contractor, a presumption would be drawn that the Bidder/Contractor has inspected the work and has satisfied himself about the, other technical-specifications, taxes-duties & legalities prior to the bidding. No complaint, whatsoever, on the points referred above, would be entertained after submission of the bid.

6. Rates to be included for all expenses.

The bidder may visit the MPA area before quoting. The Bidder should quote the rate by taking into consideration all expenses towards deployment of manpower, uniforms, tools & tackles, safety measures etc. shall be borne by the Bidder/Contractor.

General Terms and Conditions:

i) Force Majeure: If the contract-work is hindered due to force majeure such as war, riots, civil commotion, fire, epidemics, natural calamities like rain, flood, earthquake, cyclone, drought etc. such period shall be exempted from completion period of this work.

ii) Labour Laws: The contractor shall comply with all the provisions of the labour laws and the rules & regulations made there under as amended and as applicable from time to time with regard to the employees to be deployed by the contractor during contract period.

iii) Insurance: The contractor during the entire contract period shall provide necessary insurance for their material & manning and the entire responsibilities lies with contractor only.

iv) Safety: All safety laws have to be followed. Hot cutting permission will have to be obtained before commencement of the works. Materials is to be lifted as per instruction of our Representative.

v) Equipment & tools: The bidder shall use his own manpower & equipment's. All tools, tackles, breaking-implements, all allied and supporting machinery, etc shall be provided by the successful bidder. The work shall be carried out without any nuisance or inconvenience to the occupants of the adjacent quarters, properties and to the public in general and pollution, if any.

vi) Security: The Bidder/Contractor workmen shall have to abide by the rules regulation including safety & security regulation of the relevant statutory Acts. Entry inside the works should only be against Gate-pass for the men & equipment for which Bidder/Contractor will have to apply well in advance before lifting commences.

vii) Labours: The Bidder will employ his own labour and means; at his own cost and risk for removal/ collection/shifting of debris as per scope of work and payment of wages/compensation to the labourers will be the sole responsibility of the bidder. .

7. Completion Period: The entire work shall be completed by the highest bidder/contractor within 15-days from date of issue of work-order including mobilisation-period.

8. Liquidated Damages:

In the event of failure by the contractor to complete the execution of the contract-work within the time stipulated in the contract or by the expiry of any period of extension granted by the MPA, the contractor shall pay the MPA as '*Delay in completion of the contract-work*', a sum of 0.5% per week or part thereof of contract value subject to a maximum of 5% of contract value and the MPA shall have the power to deduct this amount from the payment of the amounts due to the contractor. Additional GST as applicable on the amount shall be recovered on above amount.

9. Note: Bidder/Contractor has to accept all the clauses at Sr. Nos. 1 to 8, failing which the offers will be summarily rejected.

Kindly furnish your typed offer in cover marked “**MM/Depot/0171 due on 29.02.2024**”, which shall be opened on **29.02.2024 at 15.30 hrs.** The cover should reach this office latest by 15.00 hrs on the due date.

Instructions to Bidders:

- a. **Offers may be sent by e-mail with protected password.** The protected password of the e-mail shall be sent between 15.00 hrs. to 15.30 hrs. on 29.02.2024, before the tender opening time on the official e-mail mm@mptgoa.gov.in. Offers by e-mail without protected password will be summarily rejected.
- b. Bidders may also send their **offers by Courier Service or by Post** and ensure that the same is received by this office within due date i.e. **29.2.'24** and time i.e. **15.0 hrs.**
- c. Bidders may also submit their offers in sealed envelope and drop the same in Tender Box kept at MPA Administrative Office Building, 2nd floor, MM Division, by 15.0 hrs. on due date. The offers to be put in Tender Box earmarked for the subject tender, indicating the relevant subject, tender number and due date. Offers will be opened on the due date i.e. **29.02.2024 at 15.30 hrs.** The offers, if dropped in the tender-box not earmarked for the same i.e a different tender-box, the offer will not be considered.
- d. Offers received after the due date and time will not be considered.
- e. The bidders, if desire, may witness the bids opening at our premises on the due date **29.02.2024** at 15.30 hrs.
- f. The bidder shall submit only one bid for this tender. In case the bidder submits more than one Bid for this tender all his bids will be summarily rejected.
- g. The bidders should take into account any corrigendum published on the Tender document before submitting their bids.

10. Arbitration / Legal-Jurisdiction: In the event of any dispute or difference between the parties hereto relating to the interpretation, construction, fulfilment or otherwise of the Agreement, such disputes or differences shall be settled by the process of Arbitration by a Sole Arbitrator to be appointed mutually by the parties to this Agreement. However, in case parties fail to appoint the Sole Arbitrator within thirty days of the invocation of the arbitration by any party, the same shall be appointed as per the provisions of the Arbitration & Conciliation Act, 1996. The venue of such Arbitral proceedings shall be Goa. The provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed there under or any statutory modification thereof shall apply to such arbitral proceeding. The language of the Arbitral proceeding shall be English and the costs of Arbitration shall be borne equally by the parties hereto. The Award of the Sole Arbitrator shall be final and binding upon the parties.

Dy Materials Manager

Scope of Work

Sub: Removal, clearing, shifting/re-locating away and disposing debris of demolished 12-nos residential-buildings to MPA designated site.

1. The debris are pertaining to 12-Nos (ground+1) residential-buildings demolished concrete/masonry structures (lying within quarters-compound) opposite Custom residential-colony, Sada, Mormugao Goa.
2. The debris consists of broken concrete blocks, stones/bricks, loose-soil thereof and masonry-discards merely spread & scattered.
3. Removal of debris & clearing the site up to mean bottom ground level.
4. After removal & clearing, the debris shall be dumped / re-located at MPA designated site near Goa Shipyard Ltd & Ganesh Benzoplast Ltd; material-sheds at Bogda-Sada, Headland.
5. The contractor shall use his own cargo-equipments including all consumables and allied inputs whether directly, indirectly or incidental for executing the subject work. The cost of the same shall be borne by the contractor.
6. The contractor is requested to visit the site of the accumulated debris as well as the site for dumping of debris to ascertain himself the nature of connected logistics, quantum of work involved, understanding the terrain locations, site-constrains, etc.
7. The work shall be executed & completed as per the directives of the Chief Engineer (Civil)/MPA within **15 (Fifteen)** days from the placement of order.