

MORMUGAO PORT TRUST ENGINEEIRNG (CIVIL) DEPARTMENT FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

A. 1. <u>Name and full address of the Contractor</u> :

To whom the Tender Documents are issued.

2. Whether registered with Engineering (Civil)

Department, if so, class of registration.

3. If not registered, reference to the letter of the Chief Engineer authorising issue of the Tender

Documents.

4. Date of issue of Tender Documents. :

Signature of AEN (Accounts)

B. 1. Name of work :Cleaning of storm water drains in MOHP & Harbour area (2016-17).

2. Cost of each set of Tender : Rs. 1,000/-

Documents

3. Date of issue of Tender : From : 08 / 03/2016

Documents To: 05/05/2016(Extended)

Upto 14.30hrs.

4. Date of receipt of tender and time : 06/05/2016(Extended)

at 15.00 hrs.

5. Amount of E.M.D. :Rs.2,500/-

6. Date of opening of tender and time. : On 06/05/2016(Extended)

at 15.30 hrs.

7. a) Whether E.M.D. received. : Yes/No.

b) If so, in which shape. : D.D./Cash Receipt.

8. Form of contract. : Lumpsum.

9. Whether tender received in duplicate. : Yes/No.

10. Whether rates have been coated in both the tenders

in words and figures.

11. Total No. of Tenders received for the work.

Signature Of AEN (Accounts)

Sign. Of Superintendent Engineer(HR)



TENDER NO: CE/19/2016

Name of Work: Cleaning of storm water drains in MOHP & Harbour area (2016-17).

GENERAL INDEX

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- 7. Scope of work
- 8. Directions to Tenderers for filling in the Schedule of quantities & rates
- 9. Schedule of Quantities & Rates
- 10. Form of Bank Guarantee for Security Deposit.
- 11. Declaration
- 12. A printed set (Tender documents Vol.I) containing Instructions to Tenderers, General and Special conditions of contract, Special instructions of contract, General specifications forms an integral part of the tender documents

Mormugao Port Trust Engineering Civil Department Main Administrative Office Bldg Headland, Sada, Goa



TENDER NO: CE/ 19/2016

TENDER NOTICE NO. CE/ N- 19 /2016

Sealed percentage tenders in Single Cover System are invited from the Contractors registered with Engineering Civil Department (M.P.T.), P.W.D. / C.P.W.D. / Railway, Central/State Govt., GSIDC, etc. Unregistered Contractors also can apply for tender subject fulfilling the Criteria and the conditions given below.

Sr. No	Tender No.	Name of work	Cost of tender document (non-refundable)	Sale of tender documents From/To
	Class of Contractor eligible of tender	Estimated cost of work put to tender	Earnest Money Deposit	Date of opening of tender
1.	CE/19/2016	Cleaning of storm water drains in MOHP & Harbour area (2016-17).	Rs. 1,000/-	08/03/2016 To 05/05/2016 (Extended) Upto 3.00pm
	Class 'D' and above	Rs.1,15,338.60/-	Rs. 2500/-	06/05/2016 (Extended) At 3.30 pm

N.B:

1) Tender documents can be purchased at the office of the Chief Engineer, Mormugao Port Trust at Headland, Sada, Goa after producing evidence of registration in the appropriate class with the Engineering (Civil) Department of Mormugao Port Trust and after payment of necessary charges in the Cash section of Finance Department. Contractors who are not registered may also be issued tender documents subject to the provisions of MPT Regulations for registration of contractors. Tender documents will be sold between 09.30 hours to 12.00 hours and 14.00 hrs. To 15.00 hrs. From Monday to Friday excluding Port Holidays.

- 2) Tenders duly superscribed with the name of the work should be submitted in single cover and sealed with gum and with sealing wax/lac as stipulated in Clause no, 5 of Special instructions to Tenderers and reach the office of the Chief Engineer, Mormugao Port Trust, Headland Sada 403 804, not later than 14.30 hrs. on the day of opening of the tender.
- 3) Tender documents will not be sent by post or courier service.
- 4) Right to reject any or all tenders without assigning any reasons thereof, is reserved.

5) Conditional tenders are liable to be rejected.

- 6) If any unregistered contractor wishes to purchase the tender copy, he has to apply for registration, pay 100% of the registration fees. If after the scrutiny of his application he is found suitable for the class for which tenders are invited, his tender will be considered along with other tenders, and otherwise his tender will be ignored.
- 7) Contractors without the requisite experience for the work will not be considered.
- 8) The contractors should submit their proposal, Project Design, description of materials to be used and execution methodology. Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa-403 804.

		CHIEF ENGINEER
Date:		



TENDER NO: CE/ 19/2016

Name of Work: Cleaning of storm water drains in MOHP & Harbour area(2016-17).

1. TENDER NOTICE

- 1.Sealed percentage tenders in Single Cover System are invited on behalf of Mormugao Port Trust from contractors registered with M.P.T./ P.W.D./ C.P.W.D. / Railway, Central/ State Govt., GSIDC, etc. under Class "C and above (of MPT)" for the work of "Cleaning of storm water drains in MOHP & Harbour area. Unregistered contractors also can apply for tender subject to fulfilling the conditions as stipulated.
- 2. The tender set consisting of the Tender Notice, Additional Instructions to Tenderers, Special Conditions of Contract, Schedule of Quantities and Rates and Form of Tender may be obtained from the Office of Chief Engineer, Engineering (Civil) Department Mormugao Port Trust at Headland, Sada, Goa on payment of Rs. 1000/- which sum will not be refunded. Additional set can be obtained on payment of Rs. 1000/- (Non- refundable), if desired. The bidding party should pay the cost of the tender document (non-refundable) by Demand Draft in favour of "Financial Advisor and Chief Accounts Officer, Mormugao Port Trust payable at Vasco-Da-Gama or by cash to A.O. (Cash)/MPT/Headland, Sada at the time of submission of application form and bid documents. The Demand Draft / Cash Receipt in original is to be attached to the tender document.

A printed set (Vol-I) issued to the contractors contains Instructions to Tenders, General and Special Conditions of Contract, General Specifications and forms an integral part of the tender documents.

- 3. Tender documents will not be sent by Post or Courier Service.
- The proposed work comprises of: -
- * "Cleaning of storm water drains in MOHP & Harbour area.
- 5. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs. **2500/- (Rupees Two thousand five hundred only),** and E.M.D. should be lodged in the form of Demand Draft drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at Vasco-da-Gama, Goa or by Cash and a cash receipt obtained from A.O. (Cash), is

required to be enclosed along with the Tender in originals. In any case, E.M.D. in the form of Cash/ Cheque along with tender will not be accepted.

- a. The E.M.D. and the Tender documents in single covers should be put in separate sealed envelopes and all the three envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as "EMD"," as the case may be. The outer envelope shall bear the identifications like (i) Tender No: (ii) Description of work (iii) Bidders name and Address and (iv) Due date and time of bid opening. If the envelopes are not sealed properly, Mormugao Port Trust will assume no responsibility for the misplacement or premature opening of the bids submitted.
- b. Bids if not accompanied by the requisite E.M.D. as indicated at 4 above and in the manner described at 4(a) & 4(b) above shall be treated as invalid and shall not be opened.
- c. E.M.D. of the unaccepted Tenderers excepting **three selected tenders** will be refunded to Contractors. Contractors are requested to contact the Senior Assistant Secretary, Chief Engineer's Office, Main Administrative Office, Mormugao Port Trust for claiming such refund along with copy of original receipt issued by this office.
- d. Contractors may submit the following information in-order to refund the EMD's/ Bank Guarantee/Security Deposit/Retention Money, payments of bills etc.
 - a. Name of Bank
 - b. Place
 - c. Account No
 - d. Type of Account
 - e. PAN No.

No fresh correspondence in this regard will be made by this Port Trust.

- e. EMD of the other unaccepted tenderers will be refunded to them only after acceptance of Work Order by successful tenderer and only after lodgment of Initial Security Deposit (ISD) by the same contractor. E.M.D. of successful contractor will be retained towards Initial Security Deposit.
- 6. Security Deposit: 10% of the value of contract.
 - a) Amount to the extent of 5% of the value of contract to be paid in cash or in the form of a Bank Guarantee at the time of acceptance of the tender, as Initial Security Deposit.
 - b) The remaining 5% of Security Deposit to be deducted from the running account bills at 10% of each running bill till the entire security deposit of 5% of value of contract is recovered. However, the contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank guarantee (s) for like sum(s) at any stage(s) of the work.

c) The entire amount of 10% of the value of the contract may be paid in cash /Demand Draft / Pay Order or in the form of Bank Guarantee at the time of acceptance of tender.

Note:

- i. The Bank Guarantee of 5% of the Contract Price as Initial Security Deposit will be valid till the completion of the work plus 3 months for the claims period (N.B: No maintenance period for this contract).
- ii. The Retention Money of 5% of the Contract Price will be released after successful completion of the work and after issue of Completion Certificate by the Chief Engineer.
 - 7. Unregistered Contractors who desire to purchase the tender copy he/she will have to apply for registration and pay 100% of the registration fees. If after the scrutiny of his/her application he/she is found suitable for the class for which tenders are invited, his/her tender will be considered along with other tenders. Otherwise, his/her tender will be not considered.
- 8. Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of tenders.
- 9. The entire work under this contract is required to be completed within **12 months** from the date of receipt of pre-acceptance letter/ work order or release of site whichever is later.
- 10. Counter conditions stipulated in completion period by the Contractor will not be considered. Tenders with counter conditions are likely to be rejected summarily without assigning any reasons therefore.
- 11. Time is the essence of contract Liquidated Damages for delay in completion of work shall be recovered at the rate of 0.5 % of the Contract Price per week or part thereof delay subject to a maximum ceiling of 5% of the Contract Price.

The contract is liable to be terminated if there is a delay of more than 25% of contracted period of completion.

- 12. Maintenance period is not applicable to this work.
- 13. Tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of work involved etc. before tendering. Such an inspection can be arranged in consultation with the Asst. Engineer /MOHC, Tel Nos: 2594624.
- 14. The tenderers must not quote counter conditions involving extra expenditure. The tenderers should refrain from sending revised or amended offers after the closing date of the tender. The Chief Engineer reserves the right to reject such offers without assigning any reasons thereof.

- 15. The original tenders to be submitted should be enclosed in as sealed cover and superscribed ""<u>Cleaning of storm water drains in MOHP & Harbour area</u> (2016-17)." and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, and Goa-Pin: 403804.
- 16. The tenders complete in all respects should be placed in the Tender Box (marked "TENDER NO: CE/ 19/2016)) kept inside the cabin of Senior Assistant Secretary, Chief Engineer's Office at Main A.O. Building, 2nd floor, Mormugao Port Trust upto 2.30 pm on due date and opened at 3.30pm on the same date in the presence of such Tenderer's who may wish to be present.
- 17. The Tenderer's should specifically note that theirs offers should reach this office on or before the due date and time. offers received late will not be considered, tenders sent by post will be rejected.
- 18. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
- 19. Unsigned tenders will not be considered.
- 20. Sales Tax, Income Tax etc. as applicable from time to time shall be deducted from the amount payable to the Contractor at source. Under no circumstances taxes so deducted shall be reimbursed to the contractor.
- 21. The Contractor should comply with the provision of the Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
- 22. The Tenderer should strictly note that they shall be not allowed to fill in the tender or seal the tender in Mormugao Port Trust premises.
- 23. Payment will be made in three phases as indicated in Appendix-I.
- 24. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.

CHIEF ENGINEER



TENDER NO: CE/19/2016

Name of Work: <u>Cleaning of storm water drains in MOHP & Harbour</u> area (2016-17).

FORM OF TENDER

The Chief Engineer, Mormugao Port Trust. Headland, Sada, Goa

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do hereby Offer to execute the work comprised in the annexed Tender Notice for "Cleaning of storm water drains in MOHP & Harbour area (2016-17)." in strict accordance with the Instructions to Tenderers, General Conditions of Contract, Specifications etc. at the Rate entered in the attached Schedule of Quantities and Rates.

- 2. I/We undertake to complete the work included in the Schedule of Quantities & Rates within 12 (twelve) months from the date of release of site work order. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of Goa. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/We agree that the Liquidated damages at the rate of (0.5%) of the Contract Price per Week or part thereof delay in work subject to a maximum ceiling at 5% of the Contract Price represents a fair estimate of the loss likely to result from the delay.
- 3. I/We send herewith a sum of **Rs. 2500/- (Rupees two thousand five hundred only)** as a deposit or earnest money of my/our willingness to enter into the contract if my/our tender is accepted.
- 4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the Specifications, Schedule of Quantities & Rates attached to this tender.

5. I/We also agree, if awarded the contract, that the Earnest Money lodged with this tender will be retained by the Board of Trustees towards part of the Initial Security Deposit and to make further deposit by Bankers

Cheque/Demand Draft in favour of FA & CAO, MPT, Headland Sada payable at Vasco-Da-Gama, Goa by way of Bank Guarantee or by Cash and a cash receipt obtained from A.O.(Cash), FA&CAO / MPT, within 7 (seven) days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust. The Board of Trustees will also have the option to retain the entire amount for Initial Security Deposit of 5% of the Contract Price in the form of Bank Guarantee.

- 6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to **5**% of the Contract Price of my/our tender by way of deductions from my/our bills at the rate of **10**% of the gross value of work certified in each bill till the amount of **5**% of the contract price is accumulated.
- 7. I/we agree to abide by this tender to be valid for the period of 180 days from the date fixed for receiving/opening the same and it shall remain binding upon me/us and may be accepted any time before the expiration of that period.
- 8. I/We hereby certify that my/our registration certificate under the 'Goa Sales Tax on the transfer of property in goods involved in the execution of Works Contract Act, 1985 is in force on the date on which the sale of goods specified in this bill/cash Memorandum is made by me/us and the tax under the act will be, if payable, be paid before furnishing my/our returns under the act.
- 9. I/We have inspected the site and I am / we are fully aware of the work to be carried out while tendering for the contract.
- 10. I/We request that early payment of interim bills be made from time to time in advance of such bills being audited as per tender conditions.
- 11. *(A) Mine is a proprietary firm and I am the sole proprietor of the firm. My firm is/is not registered with Registrar of firms.

	Name:			
	Age:	years		
*(B) are given b	•	tnership firm and the	names of all major pa	artners
are given s		<u>Name</u>	<u>Age</u>	
1				ears
2			ye	ears
3	· · · · · · · · · · · · · · · · · · ·		ye	ears
4			Ve	are

We understand and confirm that if our offer is accepted, the contract will be entered into with the above mentioned partners only and the Trustees will not recognize or deal with any minor partners or their guardians.

*(C) ours in a Company with liability and a copy of our Memorandum and Articles of Association will be sent for perusal upon acceptance of our offer.

Proposed contract is intended to be signed by a duly constituted Attorney and original power of Attorney in his favour will be submitted for perusal immediately on acceptance of the tender.

The contract will be completed under the Company's Common Seal.

11.	44	ank's Gu					above	will	be	from
	I/We a	am/are re ration Cer	gistered	for the p	ourpose	of Goa			Act	and
13.	The	name	and	address	of of	our	Banke	er	is	**
	esses ature: _					enderer re:	_			
Nam	e: _				Na	me :				
Addr	ess: _				Ado	Iress:				
Tel. I	– No.:									
Mobi						lobileNo				

N.B.: * Strike out whichever is not applicable.

** Here the Name of the Bank should be stated.



TENDER NO: CE/19/2016

APPENDIX – I

Name of work: Cleaning of storm water drains in MOHP & Harbour area (2016-17).

This shall be read in conjunction with Clauses of General Conditions (G.C.) of Vol-I of Tender Documents.

Particulars

Clause of G. C.

	T .	ı	T
1.	Amount of initial security and	11(1)	Five percent of the contract
	time		price and period 15 months.
2.	Period for commencement	38	7 days.
	from the Chief Engineer's		,
	orders to commence.		
3.	Time of Completion	40	12 months. The drains should
٥.		40	
	<u>First phase</u> – Upto mid July		be cleaned in 3 phases.
	2014		
	Second phase – During the		
	monsoon period as directed		
	upto mid November 2014		
	Third phase – upto February		
	2014.		
4.	Amount of liquidated	43	Calculated at 0.5% value of the
	damages.		contract per week of seven
			days, or part thereof subject to
			a ceiling of 5% value of
			The contract.
5.	Period of maintenance.	44(I),45(1	Not applicable to this contract.
)	
6.	Percentage of retention from	54(1)	10%.
	each running account bill	` ′	
7.	Limit of Retention Money	54(1)	5% value of the contract.
8.	Total initial Security Deposit	11(1)	10% value of the contract.
	and Retention Money.	54(1)	12,213,300 0. 3.10 00
		0.(.,	
9.	Minimum amount of interim	54(1)	First Phase – 40%

Certificate.	Second phase – 30%
	Third phase – 30%

10.	Time within which payment to be made after contractor's submission of the bill.	54(1)	Amount as per phases worked as above will be paid within 20 days from the submission of bill with Engineers Certification.
11.	Mobilisation Advance.	69	Not applicable to this contract.
12.	Interest rate on mobilization advance	69	Not applicable to this contract.
13.	Mode of recovery of mobilization advance	69	Not applicable to this contract.
14.	Variation in price of labour and materials.	70	Not applicable to this contract.
15	Arbitration clause of General Conditions		Not applicable to this contract.
16.	Minimum amount of third party insurance		Not applicable to this contract.

Dated this	day of	2016
Signature	in the capacity of	
		_ duly authorised to sign
tender for and on behalf of		·
(IN BLOCK LET	TERS)	
А	ADDRESS :	
		
Witness :		
Occupation :		



TENDER NO: CE/19 /2016

Name of Work: Cleaning of storm water drains in MOHP & Harbour area (2016-17)

ADDITIONAL INSTRUCTIONS TO TENDERERS

The instructions to the Tenders shall be Instructions to "Tenderers" as modified or added to by the following Additional Instructions to Tenderers which shall be read and construed with the instructions to tenderers as if they were incorporated therewith.

In so far as any of the provisions in Additional Instructions to Tenderers may conflict with or be inconsistent with the instructions to Tenderers the Additional Instructions to Tenderers shall prevail.

- 1. Sealed percentage tenders are invited in single cover system for work described in the Tender Notice referred to herein before.
- 2. Earnest Money: No tender will be considered which is not accompanied by the Earnest Money Deposit (E.M.D.) for the sum stipulated in the tender notice which is lodged on the understanding that in the event of the tenderer withdrawing his tender before the expiry of 180 days from the last date of submission of the tender document. (Whether or not the submitted tender(s) are opened or otherwise at the time of tenderer withdrawing his tender), the tender shall be cancelled and the Earnest Money (E.M.D) deposited by the tenderer forfeited to the trustees and if the tender is accepted the Security Deposit (SD) mentioned in Para 5 hereinafter will be furnished.
- 3. Tenderers must fill in the space provided for, in the Schedule of Quantities, Rates in figures as well as in words, they are willing to undertake the work.
- 4. Tenderer must return the complete tender set duly signed wherever required. Any tender not so signed will not be considered. Alterations to the conditions of contract and specifications will not be entertained.
- 5. SECURITY DEPOSIT: The Security Deposit shall be 10% of the value of contract.
 - The Successful Tenderer will be required to deposit the following amounts as Security Deposit for the due fulfillment of the contract.
 - a. Initial Security Deposit (I.S.D.) shall be 5% of the Contract Price payable within 7 (Seven) days from the date of receipt of pre-

acceptance letter, in the form of Bank Guarantee from any of the Nationalised Bank in the form annexed or Demand Draft/ Bankers Cheque/ Pay Order addressed to FA&CAO, MPT/HL payable at Vasco-Da-Gama, Goa. The Earnest Money (EMD), deposited with this tender EMD will be retained towards part of the Initial Security Deposit. The Contractor will have the option to pay the entire amount of 5% of the Contract Price towards I.S.D in the form of Bank Guarantee. The Bank Guarantee for I.S.D. will be valid till the completion period plus three months for claims period.

Plus

b. Retention Money (R.M.) equivalent to 5% of the Contract Price and the sum shall be recovered at the rate of 10% of the gross value of work certified under each bill until an amount of 5% of Contract Price is accumulated. The contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank Guarantee(s) for the like sum (s) at any stages (s) of the work.

The entire amount of 10% of the Contract price as Security Deposit may be paid in Cash/ Demand Draft/ Pay Order/Bank Guarantee.

The Bank Guarantee to be furnished against above should be from any of the Nationalised Bank having a branch in Vasco-Da-Gama and the Guarantee should be executed by the said Branch.

Unless this deposit is lodged and the Guarantee is furnished within 7 (Seven) days of the receipt of intimation of the acceptance of the tender or such further period as may be allowed by the Chief Engineer in writing, the Earnest Money (EMD) will be liable to forfeiture and 'contract liable to be terminated "and the Tenderer will be responsible' to the Trustees for the damages thereby incurred by them.

Upon successful completion of the works and after issue of Completion Certificate by the Chief Engineer, the Chief Engineer and or Board of Trustees shall upon receipt of a written application, refund to the contractor, the said Retention Money of 5% (Five percent) of the estimated cost of the works referred to in sub-clause 5(b) above after deducting there from the amount of Liquidated damages incurred if any and other claims outstanding against the contractor or for breach of contract. The Initial Security Deposit referred to in sub- Clause 5(a) above will be refunded after the expiry of the free maintenance period n. A. for this contract) and as soon as the conditions of contract have been fulfilled and upon contractor making an application therefore, after adjusting estimated / actual expenditure by Mormugao Port Trust for rectification of defects and after adjusting other amounts due if any for breach of the Conditions of Contract.

Note: The amount of liquidated damages expressed in the Tender Notice to be payable for delay in the performance of the contract has been arrived at on the fair estimate of the amount of loss likely to be sustained by the Trustees as a result (the delay in the performance of the contract.)

- 6. The entire work comprised in this contract is required to be completed within the period as described in the 'Tender Notice '. No counter conditions as regards to completion period shall be quoted by the tenderers.
- 7. The Chief Engineer and/ or the Trustees reserve the right to reject any tender without assigning any reasons or to accept any tender as a whole or in part and does not bind himself / themselves to accept the lowest or any tender, No reason will be assigned for the rejection of any tender,

- 8. If the Tenderers have not carried out any work for the Mormugao Port Trust in the past they shall submit along with, the tender a list of works carried out by them for Government or Public Bodies with their amount showing against each work indicative of its magnitude and their Bankers reference and their Sales Tax Returns.
- 9. Tenderers should refrain from sending revised or amended offers after the closing date of the tender.
- 10. Tenderers are strongly advised to inspect the site so that they are fully aware of the nature of scope of the works to be carried out before tendering for the same.
- 11. Cost of testing of materials will be borne by the Contractor.
- 12. Tenderers should note the arrangements described in the tender document for prompt payments of bills.
- 13. The free maintenance period is not applicable for this work.
- 14. Further particulars can be obtained on application to the office of the Chief Engineer, Mormugao Port Trust A.O. Building, Headland, Sada, during the office hours.
- 15. Any part of the drain or total length may be deleted from the scope of work, as required during development work. In such cases proportionate amount will be deducted from the item quoted as lumpsum.

CHIEF ENGINEER



TENDER NO: CE/ 19/2016

Name of Work: <u>Cleaning of storm water drains in MOHP & Harbour area (2016-17).</u>

ADDITIONAL SPECIAL/GENERAL CONDITIONS OF CONTRACT

- 1. The quantities mentioned in the Schedule of Quantities and Rates are only approximate and the Board is liable to pay for only such quantities of work as are actually executed.
- **2.** The rate quoted by the contractor shall be inclusive of Sales Tax, General Tax, Octroi, Excise Duty, Service Tax, Income Tax etc. and all other incidental charges that the tenderer may have to bear for the execution of the works.
- 3. ELECTRIC SUPPLY: The contractor shall provide his own cable from the supply point to the place of work and the Contractor should make his own arrangements to provide electricity by installing suitable capacity Diesel Generators for all works. No additional payment and extension in Project completion time will be considered.

The Tenderer's supervisory staff shall be fully experienced in this type of work and all safety precautions should be taken and the work will to be carried out under their supervision.

- **4.** The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.
- **5(a)** Without limiting his obligation and responsibilities under Clause 21 of G.C.C. (Vol. I) The contractor shall insure, at his cost, in the joint names of the Board and the Contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Board and contractor are covered during the period of construction of the works and are also covered during the period of Maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of Maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause 45 of G.C.C. (Vol.I).
- (i) The Works and the Temporary Works to the full value of such works executed from time to time.

The materials, Constructional Plant and other things brought on to the site by the contractor to the full value of such materials, Constructional Plant and other things.

- 6. The successful tenderer will have to submit within fortnight after receipt of the acceptance Letter a phased programme of execution of different items of works.
- 7. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under clause no.42 of General Conditions of Contract, Volume I of the tender document will be given to the contractor subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port's supervisory staff.

8. DISORDERLY CONDUCT ETC:

The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

9. FOOTWARE, GLOVES ETC.:

In partial modification of Clause No.31 of the General Conditions of Contract, the contractor shall at his own expenses provide safety equipment, for all labour employees on all types of work involving the use of chemicals. to the satisfaction of the Chief Engineer or his Assistant.

10. ACCIDENTS:

The contractor shall, within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Chief Engineer or his Representative. The contractor shall also report such accidents to the concerned constituted authorities.

- **11**. The contractor and his workers/agents shall be required to obtain from MPT and display a Photo Identity Card during entry, stay and exit from the Port security areas guarded by CISF personnel.
- 12. All applications for issuance of Photo Identity cards shall be routed through the Chief Engineer, who shall forward the same to the Port's Traffic Department, whose pass section will issue the Photo Identity Card to the contractor or his agents on payment of necessary fees as prescribed from time to time and the same shall be valid for the duration of the contract or a period of one year, whichever is less.
- **13.** Subject to the availability, land for construction of temporary sheds/stores/labour hutments, etc. will be given to the contractor in Port areas. The contractor shall clear away all the temporary structures built within a period of fourteen days after completion of the work and leave the whole of the site clean to the satisfaction of the Chief Engineer.

- 14. Lease rent shall be charged to the contractors for the area allotted for construction of their temporary sheds for site office/ store /labour hutment's required in the contract works. Licence fees on Port land for maintenance office buildings and other structures at Mormugao Harbour at General wharf level is Rs. 328/- rate per 10 sq. m. or part thereof per calendar month or part thereof.
- **15.** No temporary structures/sheds, which are constructed to house the contractor's office/store/labour hutments, shall be permitted to be retained during the period of maintenance.
- **16.** The portion of Security Deposit due for refund in accordance with the Conditions of Contract, after physical completion of the work, will not be refunded except with the prior permission of the Chief Engineer, unless and until contractor submit the final bill based on joint measurements.
- **17.** The operation of the Port should not be stalled due to this tender work.
- **18. SUPPLY OF MATERIALS:** No material shall be supplied by the MPT. Contractor shall make his own arrangements to procure all the materials whatsoever required for the execution of the works covered under this tender.
- **19.** All the works should be executed during the daytime. In case the contractor wishes to continue work in the night, he has to adhere to clause no. 42 of Vol-I of tender document subject to agreeing to bear the cost of overtime of Engineer and supervisory staff, And all arrangements of suitable
- **20.** The contractor should take precautions and hot permit should be obtained before carrying out the works. The contractor should take all provisions as stipulated and instructed by the different Port Departments such as Fire section of the Mechanical Department and the Engineers of the Engineering Civil Department only in case such a need arises.
- .21. As a statutory requirement, the contractor shall take all measures of safety against fire hazard and electrocution at site as follows: -
- a) All temporary electric supply connections will be carried out with correct sizes of wires/cables and fuses and other safety devices as required under Electricity Rules in consultation with us.
- b) One bucket full of water and sand shall be kept at the work spot. The **Portable fire extinguisher** shall be always kept at the work spot.
- 22. Contractor shall maintain register at site to monitor the execution of each items of work as per the specified specifications and register to maintain the records of material brought to site and the daily consumption and register/file of test reports of materials brought to site and as specified by the Engineer in charge. The register / files should be made available for inspection of the Chief Engineer or his representative whenever so desired.
- 23. All the materials to be used in the structure shall be conforming to relevant **ISI** specifications and **I.S** codes which can be referred to from C.E Dept technical library or as specified in the Tender Schedule. Contractor shall undertake laboratory test as specified in the relevant **I.S.I.** codes at the discretion of Chief Engineer and only approved materials/approved brand of materials shall be used.

24. Rates and Prices to be inclusive.

The rates should include for all design, manufacturing cost, cost of materials, installation and include for providing of all supporting special equipment, designed scaffolding, labour of required skill, supervision, materials, erection, overheads and profits, watch and ward, insurance charges, during execution and every incidental and contingent costs and charges, whatsoever, including sales tax on works contracts, etc. if any, for compliance with conditions of contract and specification. Payment will be made according to the actual quantities of work ordered and carried out, jointly measured by the representative of Chief Engineer and the contractor.

25. FREE MAINTENANCE PERIOD: Maintenance period is not applicable to this contract.

26. MODE OF PAYMENT:

The procedure for preparation and settlement of contractor's bills is as under subject to submission of bill in quadruplet with the Engineer's certification:

- (i) Minimum amount of Interim Certificate shall be as follows. First phase- 40% Second phase 30% Third phase 30%
- (ii) Bills will be paid within 20 working days through SAP.
- (iii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealings with the Mormugao Port Trust.
- (vii) Retention Money will be recovered through the bills at the rate of 10% of the amount certified in each bill, till an amount equivalent of 5% of the Contract Price is accumulated.

Secured advance against materials brought to site for permanent works will be paid to the contractor as per General Conditions of Vol-I Clause No: 54.1(b).

The Chief Engineer may sanction part rates for partly executed items of work mentioned in the Schedule of Quantities & Rates as may be deemed necessary by him.

The contractor shall submit the interim measured bills and final bill only after the measurements are checked by the concerned Engineer and Assistant Executive Engineer and after the final corrected quantities to be billed are given.

27. FACILITIES FOR WORKS OF OTHER AGENCIES:

The contractor, shall accord all facilities to various agencies /contractors such as place for storing their material place for site office. etc. in consultation with the Site Engineer and carry out his activities in close coordination with all agencies.

28. The contractor should specially note that there should not be any disturbances to the MPT Staff's working in the Department and also take necessary steps to prevent noise, dust pollutions etc. in the Office.

- **29.** The contractor shall have EPF Registration No. Of the firm and shall contribute towards Employees Provident Fund (EPF) and submit the copy of the same along with the details in the prescribed format while submitting bills.
- **30.** Labour deployment: Tenderer should mention the peak and the least labour force they would like to engage for the work accordingly, labour license may be obtained from Assistant Labour Commissioner, Vasco.
- 31. The work shall be carried out without disturbing the operation of Port or other agencies working in the area.
- 32. Time is essence of the contract and the entire work should be completed within a period of 12 months and delay in completion of the work will not be entertained.
- 33. The rates shall be inclusive of all labour and materials. Contractor should bring the required quantity of materials at site before commencing the work
- 34. Contractors may submit the following information in order to refund the EMD's/Retention Money/BG's/Security deposits, payment of bill etc.
 - a) Name of the Bank
 - b) Place
 - c) Account No.
 - d) Type of Account No.
 - e) PAN No.
 - f) EPF, ESI Numbers & Insurance Policy, if any.
- 35. Cost of testing of materials will be borne by the Contractor.
- 36 Cement, steel and water required for this work will not be supplied by MPT the contractor will have to make his own arrangement to procure the same, storing, watch and ward and will include the cost thereof in the tendered amount while quoting for the above work
- 37. The contractor shall arrange the labour payments etc weekly/fortnightly /monthly through the Bank and inform with evidence like pass book etc to JE/EA/AXEN(MOHC) at the site office accordingly to verify the same as per the Muster Roll maintained and signed by JE/EA/AXEN(MOHC) and contractor.

CHIEF ENGINEER



MORMUGAO PORT TRUST ENGINEERING (CIVIL) DEPARTMENT TENDER NO: CE/ 19/2016 SCHEDULE – `A`

The Tenderer shall list below Key Personnel and give short resume of their experience together with estimated peak and average labour force that he proposes to employ on the contract.

CHART

<u>ORGANISATION</u>

Designation of resume Key Personnel of experience.

LABOUR FORCE					
Estimated peak force					
Estimated average force					
	SIGNATURE OF TENDERER				
Date :					



TENDER NO: CE/ 19/2016

Name of work: <u>Cleaning of storm water drains in MOHP & Harbour area (2016-17).</u>

SCOPE OF WORK

- 1. Cleaning and removing the debris from open storm water drains.
- 2. Cleaning and removing kitchen waste from closed drain around MOHP canteen.
- 3. Cleaning & removing the debris from closed storm water drains.
- 4. Excavating & removing the debris from the chambers provided for collecting water from the cable trench.
- 5. Removal of vegetation, debris, etc., from storm water chambers in foul condition.
- 6. Excavating and removing the debris from the nullah near jetty culvert.



TENDER NO: CE/ 19/2016

Name of Work : <u>Cleaning of storm water drains in MOHP & Harbour area</u> (2016-17).

<u>DIRECTIONS TO TENDERERS FOR FILLING IN THE</u> <u>SCHEDULE OF QUANTITIES & RATES</u>

- 1. Tenderers are required to fill in their percentage tender amount at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered.
- 2. The percentage tender amount inserted shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity.
- **3.** Quantity of each item of work mentioned in the Schedule should be noted and the percentage tender amount worked out carefully, having regard to the specifications before submitting the tender, as no variation in rates, etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted. The rate, indicated at the end of the Schedule of Quantities & Rates, will apply to each item, of the tender and any excess in the item that may be directed to be executed by the Chief Engineer.
- **4.** Tenderers are requested to work out the final figures (amount of their tenders), at the end of the Schedule of Quantities & Rates.
- **5.** The percentage tender amount should be legibly written in figures as well as in words, in the space provided for. Erasures or corrections in figures or in words, without Tenderer's initials, will render the tender liable for rejection.

CHIEF ENGINEER



TENDER NO: CE/ 19/2016

Name of work: Cleaning of storm water drains in MOHP & Harbour area (2016-17).

SCHEDULE OF QUANTITIES AND RATES

Sr. No.	Description of Work	Approx. Qty.	Unit of Qty.	Rate in Fig./ Words Inclusive of ST & GT Rs.	Amount Rs. Ps.
1	2	3	4	5 6	7
	PART- A (MOHP AREA)				
1	Cleaning & removing the debris from the open storm water drains including removing and dumping the material at places as directed by the Chief Engineer or his representative within a lead of 5 kms. etc. All transport, tools, plant, labour & material etc. complete.(Approx. Qty= 1821 metres) Note- The drains should be cleaned once before monsoon & regularly				
	thereafter for 12 months.	L.S.	L.S.	37,822.17	37,822.17
2	Cleaning & removing the kitchen waste from the closed drains around MOHP canteen of size 50cm x 80cm including removal of the cover slabs & refixing them back in position after removing the debris and dumping the material at low lying area within a lead of 5.0KM at places as directed by the Chief Engineer or his representative etc. All transport, tools, plant, labour & material etc. complete. (Approx. Qty = 45.00 M) Note- The drains should be cleaned once before monsoon & regularly thereafter				
	for 12 months.	L.S.	L.S.	4373.10.	4373.10

Sr. No.	Description of Work	Approx. Qty.	Unit of Qty.	Rate in Fig./ Words Inclusive of ST & GT Rs.	Amount Rs. Ps.
3	Cleaning & removing the debris from the closed storm water drains including removal of the cover slabs & refixing them back in position after removing the debris and dumping the material in low lying area within a lead of 5.0 Km. at places as directed by the Chief Engineer or his representative etc. All transport, tools, plant, labour & material etc. completed (Approx. Qty = 428.00M) Note- The drains should be cleaned once before monsoon & regularly thereafter				
4	for 12 months. Excavating and removing the debris from the chambers provided for collecting and discharging excess water from the cable trench running from Substation 'A' to CCP. All transport, tools, plant, labour & material etc. complete.(approx. Size of chambers	L.S.	L.S.	33889.04	33889.04
	1.50mX1.50Mx2.50m)	2.76	Number	1148.55	3169.998
	Total Part-A (MOHP AREA)				79254.308
1.	Cleaning & removing the debris from the open storm water drains including removing and dumping the material at places as directed by the Chief Engineer or his representative within a lead of 5 kms. etc. All transport, tools, plant, labour & material etc. complete.(Approx. Qty= 514 metres) Note- The drains should be cleaned once before monsoon & regularly thereafter for 12 months.			10075 70	10075 70
		L.S.	L.S.	10675.78	10675.78

Sr.	Description of Work	Approx.	Unit of	Rate in	Amount
No.	Description of Work	Qty.	Qty.	Fig./ Words	Rs. Ps.
140.		Qty.	Qty.	Inclusive of	1.0. 1 0.
				ST & GT	
				Rs.	
2	Cleaning & removing the debris			110.	
_	from the closed storm water				
	drains including removal of the				
	cover slabs & refixing them back				
	in position after removing the				
	debris and dumping the material				
	in low lying area within a lead of				
	5.0 Km. at places as directed by				
	the Chief Engineer or his				
	representative etc. All transport,				
	tools, plant, labour & material etc.				
	completed (Approx. Qty =				
	166.00M)	L.S.	L.S.	13143.88	13143.88
3.	Removal of vegetation, debris,				
	mud, laterite boulders, scrap				
	material, concrete, plastic waste				
	such as bottles, bags, toys,				
	slippers boots etc., in foul				
	condition from the storm water				
	chambers etc. All transport, tools,				
	plant, labour & material etc.				
	complete. (approx size of				
	chambers =	5	Number	2023.77	10118.85
4	1.50mx1.50mx2.50m) Excavating and removing the	J	Number	2023.11	00.01101
4	debris from nullah near jetty				
	culvert and transporting the				
	material within a lead of 5.00 Km				
	etc. All transport, tools, plant,		Cubic		
	labour & material etc. complete.	6.00	Metre	357.63	2145.78
	Total Part-B(HARBOUR AREA)	3.00	55	22.100	36084.29

TOTAL AMOUNT OF TENDER (A +B) INCLUSIVE OF S.T & G.T "A" = Rs.115338.60/-

ADDIn words	DD% (IN FIGURES) In words		
Over the above amount at "A" i.e	e. Rs		
	OR		
DEDUCT		% (IN FIGURES)	
In words			
From the above amount at 'A' i.e	. Rs.		

Total Quoted Tender Amount inc	clusive of Sales & General Taxes in words
Rupees	
"THE QUOTER SHOULD S	CORE OUT EITHER 'ADD' OF 'DEDUCT'
AS THE CASE MAY BE"	
Note:	
(A) The Quoters should score	either "ADD" or "DEDUCT" as the case
may be	
(B) The Quoters are strongly a	advised in their own interest to inspect the
site before tendering.	
(C)The tenderers should score	e out either 'ADD" or 'DEDUCT as the case
may be.	
Witnesses:	Tenderers:
Signature	Signature
Name	Name
	Designation
Address:	Address:
Tel.No	Tel.No

Date: _____

Date: _____



FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

1. In consideration of the Board of Trustees of Mormugao Port Trust (Hereinafter called 'THE BOARD') having agreed to exempt from (Hereinafter called 'The said					
Contractors') from the demand, under the terms and conditions of an agreement to be entered between Board and for					
(hereinafter called 'The Said Agreement') of Security Deposits for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs. (Rupees					
only). We Bank hereby undertake to pay to the Board an amount not exceeding Rs. (Rupees					
only) against any loss or damage caused to or suffered or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of the terms and conditions contained in the Said Agreement.					
2. We, Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be cause to or suffered by the Board by reason of any breach by the said contractors of any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees only)					
attached Schedule of Quantities and Rates					
3. We, Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s)					

and accordingly discharges the guarantee is made on us in v	writing on a	or within th	ree month	s from	the
expiry date i.e. fromdischarged from the liability under t	his guarant	ee thereaf	ter we	s snall	be
4. We, Board that the Board shall have to without effecting in any manner outerms and conditions of the said Ag by the contractor(s) from time to time to time any of he powers exercontractor(s) and to for bear of relating to the said agreement and reason of any such variation of contractor(s) or for any forbearance any indulgence by the Bard to the thing whatsoever which under the provision have effect of so relieving	ur obligation greement of me or to postreisable by enforce and we shall not extension act of omits acid contrallaw relation.	ns hereund r to extend stpone for the Boa y of the to t be relieve n being (ssion on the ctor(s) or to	ler to vary I time of per any time of any time of any time of and agains erms and ed from ou granted to be part of the ony any suc	any of erformal or from to the secondition the second t	the nce ime said ons do or or or
5. Not withstanding any thin- guarantee is restricted to					
enforce claim under the guarantee that date, all rights under the guarelieved and discharged from all lial 6. The Board is authorised to local branch of the Bank in Goa is arises.	is filed aga arantee sha bilities there enforce cla	Unle inst us with us with all be forfe eunder. im against has even	ess a suit of hin three m ited and w the guara tually of e	or action nonths from the shall ntee at ncashm	n to rom be the nent
revoke this guarantee during its cu the Board in writing.					
Dated	day of			2016	6

(SIGNATURE) WITH SEAL



TENDER NO: CE/ 19/2016

Name of work: : Cleaning of storm water drains in MOHP & Harbour area (2016-17).

DECLARATION

I hereby declare, that I have read and understood the General Conditions and Specifications of the work which are printed in Vol-I ,supplied to me by the Department which will form a part of tender and shall remain binding on me.

Signature of Tenderer