



**MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT**

FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

- A. 1. Name and full address of the Contractor 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 ASST.ENGINEER (ACCTS)

- B.1. Name of work: **“AMC for fendering systems in Harbour area for the year 2016-17”**.
2. Cost of each set of Tender Documents: Rs. 2,000/-
3. Date and Issue of Tender Documents : From: 12.05.2016
To: 02.06.2016
4. Date of receipt of tender and time : Upto: 03.06.2016 at 3.00 pm
5. Amount of E.M.D. : Rs. 18,150 /-
6. Date of opening of tender and time : Opened by us on 03.06.2016
at 3.30 p.m.
- 7 a) Whether E.M.D. received : Yes/No.
b) if so, in which shape : D.D./Cash Receipt
8. Form of contract : Percentage rate
9. Whether tender received in duplicate : Yes/No
10. Whether rates have been quoted in both: Yes/No.
the tenders in words and figures.
11. Total No. of Tenders received for the work:

ASST. ENGINEER (ACCTS)

EXECUTIVE ENGINEER (HR)



**MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT**

TENDER No. CE/44/2016

**Name of Work: AMC for fendering systems in Harbour area for the year
2016-17”.**

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**MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT**

TENDER No. CE/44/2016

**Name of Work: AMC for fendering systems in Harbour area for the year
2016-17”.**

F I R S T C O V E R

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE / COVER)



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/44/2016

**Name of work: “AMC for fendering systems in Harbour area for the year
2016-17”.**

GENERAL INDEX

COVER NO. 1

1. Tender Notice
2. Form of Tender
3. Appendix -I
4. Addendum to Instructions to Tenderer
5. Addendum To Specifications
6. Scope of work. Annexure-I
7. Guarantee Bond To Water Proofing- Annexure-II
8. Form of Bank Guarantee for Security Deposit.
9. A printed set (Tender documents – Volume- 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

COVER NO. 2

1. Directions to tenderers for filling in the Schedule of quantities & rates
2. Schedule of Quantities & Rates

Mormugao Port Trust
Engineering Civil Department
Main Administrative Office Bldg

Headland, Sada, Goa



MORMUGAO PORT TRUST

ENGINEERING (CIVIL) DEPARTMENT

NOTICE INVITING TENDER

TENDER NOTICE NO.: CE/ N-45 /2016

TENDER No.: CE/ 44 /2016

Name of Work: “AMC for fendering systems in Harbour area for the year 2016-17”.

Sealed Percentage Rate tenders in Two Cover System are invited from the contractors registered with MPT, PWD, CPWD, Railway, Central/State Govt., GSIDC, etc. from experienced Contractors having experienced in similar works for the following work fulfilling Minimum Eligibility Criteria.

Sr. No.	Tender No.	Name of work	Cost of tender document (non-refundable)	Sale of tender documents From/To
	Class of Registration	Estimated cost of work put to tender	Earnest Money Deposit	Date of opening Of tender
1	<u>CE/44/ 2016</u>	“AMC for fendering systems in Harbour area for the year 2016-17”.	Rs.2000/-	12-05-2016 To 02- 06 -2016 Up to 3.00pm
	B-1 & above	Rs Rs.12,09,231.00	Rs.18,150/-	03-06-2016 at 3.30 p.m

Detailed tender notice along with complete tender documents can be downloaded from our website **www.mptgoa.com** on or before the last date of sale of tender document. Tenders are also available for sale at the Civil Engineering Department of Mormugao Port Trust.

For further details and general enquiries, prospective bidders may contact the Executive Engineer (VSG), telephone no. 0832 2594610, during working hours before the last date and time of sale of tender document.

Chief Engineer



**MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT**

TENDER No. CE/38/2016

Name of Work: AMC for fendering systems in Harbour area for the year 2016-17”.

i) - UNDERTAKING BY THE TENDERER

To,
The Trustees of the PORT OF MORMUGAO,

I/We, M/s _____ have gone through the tender document carefully and hereby confirm as under:

The complete tender set i.e. First Cover and Second Cover in sealed cover separately and together in a separate cover is returned WITHOUT any defacement, addition, alternation or interpolation. All details have been indicated separately in our tender covering letter with all the relevant Annexures and Proformae duly filled in.

I/We have submitted our tender along with Earnest Money Deposit separately enclosed in the Envelop. I/We have not indicated anywhere in the first cover the amount of our Price Bid.

I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you. Percentage Rate quoted by me/us in the schedule of quantities along with other submission will remain valid for the period of 180 days from the submission of the tender.

I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that, my/our tender shall be summarily rejected without prejudice to the right of the Board of Trustees of PORT OF THE MORMUGAO to take further action into the matter.

Witness's : _____
Signature : _____
Name : _____
Designation : _____
Address : _____
Tel. No. : _____
Date : _____

Tenderer's : _____
Signature : _____
Name : _____
Designation : _____
Address : _____
Tel. No. : _____
Date : _____



**MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT**

TENDER No. CE/44/2016

Name of Work: “AMC for fendering systems in Harbour area for the year 2016-17”.

ii – DETAIL TENDER NOTICE

1. INVITATION

1. Sealed Item rate tenders in Two 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. for the work of **“AMC for fendering systems in Harbour area for the year 2016-17.”** the approximate cost of the work is Rs. **12,09,231/-** Unregistered contractors also can apply for tender subject to fulfilling the eligibility criteria stipulated in clause no.3 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	<u>CE/44/2016</u> <u>B-1 above</u>	“AMC for fendering systems in Harbour area for the year 2016-17.”	Rs. 2,000/-	12-05-2016 TO 02-06-2016 Upto 3.00 p.m
		Rs.12,09,231.00	Rs.18,150/-	03-06-2016 At 3.30 p.m.

1. 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. 2000/- which sum will not be refunded. Additional set can be obtained on payment of Rs. 2000/- (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. 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. 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. **ELIGIBILITY CRITERIA**

A) Financial Criteria.

- i) Average annual financial turnover during the last 3 years ending 31st March 2016 should be at least 30% of the estimated cost i.e. Rs. 3.63 Lakhs.

Note: The above information shall be submitted along with documentary proof i.e. Income tax Returns, Audited statement of Accounts duly authenticated by Chartered Accountant.

B) Technical Criteria.

- i) The firm shall have successfully completed “similar works” during last 7 years ending last day of month previous to the one in which application are invited should be either of the following (**Copy of completion certificate and performance certificate with the value of work executed should be submitted**)

a. Three similar works costing not less than Rs. **3.63** lakhs

Or

b. Two similar works costing not less than Rs. **4.84** Lakhs

Or

c. One similar work costing not less than Rs. **7.26** Lakhs

Similar works means works involving fixing of 500H/600H ‘V’ fenders or tyre fenders to berths, etc.

4. Tender documents will not be sent by Post or Courier Service.

5. The proposed work broadly comprises of: -
- (i) Removal of old damaged tyre fenders of approx. size 18.00-25, etc.
 - (ii) Providing 32mm dia E.N.8 eye hooks by installing/inserting 200mm deep into the berth face wall, etc.
 - (iii) Shifting & suspending tyre fenders of approx. size 18.00-25 in position
with 20mm dia m.s. short link chain, both supplied by the department, etc.
 - (iv) Removal of old/damaged existing Tyre fenders of approx. size 10.00-20
& m.s. chain from offshore mooring dolphins, etc.
 - (v) Shifting & suspending tyre fenders at offshore mooring dolphins, of approx. size 10.00-20 in position with 20mm dia m.s. short link chain,(
both supplied by the department) etc.
 - (vi) Removal of old/damaged existing 500H/600H 'V' fenders from berth and transporting the same to AXEN/MOHC site stores.
 - (vii) Removing & refixing existing hanging/new SA 600H 'V' fenders of approx. length of 2.5m(Top)/2.8m(base) in position.
 - (viii) Removing & refixing existing hanging/new SA 500H 'V' fenders of approx. length of 3.0m(Top)/3.25m(base) in position.
6. (a) The Earnest Money Deposit (E.M.D.) payable in respect of the tender is **Rs. 18,150/-**(Rupees eighteen thousand one hundred fifty only) should be lodged in the form of Demand Draft or Bankers pay order in the name of the F.A.&C.A.O./M.P.T. from any Nationalised Bank/ Scheduled Bank within the limits of State of Goa., 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.
- (b) The E.M.D., Cover No. 1 & Cover No. 2 shall be put in each 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, Cover No. 1 & Cover No. 2, as the case may be. The outer envelope shall bear the identifications like (i) Tender No: (ii) Name of work (iii) Bidders name & Address and (iv) Due date & 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 and same is liable for rejection.

7. Bids if not accompanied by the requisite E.M.D. as indicated at 5(a) as above and in the manner described at 5(b) above shall be treated as invalid and shall not be opened.
8. The EMD of the any two among the first three lowest tenders will be refunded to them only after acceptance of Work Order by successful tenderer and only after lodgements of Initial Security Deposit (ISD) by the same contractor. E.M.D. of successful contractor will be retained towards Initial Security Deposit. Contractors are requested to contact the Senior Assistant Secretary, Chief Engineer's Office, Main Administrative Office, and Mormugao Port Trust for claiming such refund of EMD along with copy of original receipt issued by this office
9. 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
 - f. EPF No.
 - g. ESI No.
 - h. Service Tax Registration
10. No fresh correspondence in this regard will be made by this Port Trust.
11. 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 maintenance period plus 3 months for the claims period.
 - 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.
12. 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.
 13. Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of technical bids.
 14. 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.
 15. Counter conditions stipulated in completion period by Contractor will not be considered. Tenders with counter condition are likely to be rejected summarily without assigning any reason thereof. Therefore before quoting, the types of works involved may be ascertained by the bidder after discussing with the concerned Executive Engineer.
 16. Time is the essence of the contract. Liquidated damages for delay in completion of work shall be recovered at the rate of 0.5% of the contract price for week or part thereof delay subject to maximum ceiling of 5% of the contract price. L.D. is applicable to specific work order.
 17. The **free maintenance period for this contract is 12 months** from the actual date of completion.
 18. The tenderers are strongly advised to inspect the site of work and acquaint themselves with site conditions and quantum of work involved etc. before tendering such an inspection can be arranged in consultation with the Superintending Engineer/HR. Tel Nos: 2594608.

19. The tenderers must not quote counter conditions involving extra expenditure. The tender should refrain from sending revised or amended offer after the closing date of the tender. The chief engineer reserves to reject such offer without assigning any reason thereof.
20. The original tenders to be submitted should be enclosed in as sealed cover and super scribed **Name of work : “AMC for fendering systems in Harbour area for the year 2016-17.”** and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, and Goa-Pin: 403804.
21. The tenders complete in all respects should be placed in the Tender Box kept inside the cabin of Senior Assistant Secretary, Chief Engineer’s Office at Main A.O. Building, 2nd floor, Mormugao Port Trust upto 3.00 pm on due date and opened cover No. I at 3.30pm on the same date in the presence of such Tenderer’s who may wish to be present. Opening date of cover No. II will be intimated to the qualified parties later.
22. 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.
23. The Chief Engineer reserves the right to reject any or all tenders received without assigning any reasons therefore.
24. Unsigned tenders will not be considered.
25. 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 and Service Tax Registration is mandatory and same will be payable as applicable.
26. 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.
27. The tenderers are requested to obtain certificate of registration under Rules No. 24 of the Building & other construction workman’s central Rules, 1998, from the office of the Asst. Labour commissioner.
28. The Contractor should comply the provision of the Bldg. and construction workmen (Regulation of Employment and condition of service) Act 1996. The Act envisages that every contractor shall obtain

- registration certificate from the Registering officer if he engages 10 or more workmen for the work.
29. Tenderers may please note that as per new Govt. directives successful tenders on receipt of work order shall be required to furnish the details of Bank accounts in which he/she/ they desire the e-payments to be made for avoiding delays in making payments.
31. In case the Tenderer desires to quote premium of cost of work put to tender more than 15%, the Tenderer will have to give the rate analysis for any or all the items of work along with the tender.
32. The interested firms may alternatively download the Tender Documents from the Mormugao Port Trust web site <http://www.mptgoa.com> However, a separate sealed envelope super scribed 'Tender Cost' containing a Demand Draft/ Banker's Cheque drawn in the name of "FA & CAO of the Port of Mormugao" or a receipt for cash payment issued by the Cash section of Finance Department - Main Administrative building MPT, Headland Sada- 403804 towards the cost of tender document may be placed in the envelope containing the sealed offer submitted in the downloaded Tender Document, failing which the offer of the firm will be left out of consideration. The downloading of the Tender Documents shall be carried out strictly as provided on website. No editing, addition/deletion of matter shall be permitted. If such action is observed at any stage, such offer is liable for outright rejection.
33. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/44/2016

Name of work : “AMC for fendering systems in Harbour area for the year 2016-17.”

FORM OF TENDER

The Chief Engineer,
Mormugao Port Trust.

I/We _____ do hereby offer to execute the work comprised in the annexed Tender Notice “**AMC for fendering systems in Harbour area for the year 2016-17.**” in strict accordance with the instructions to Tenderers, General conditions of Contract, Specifications, Special Instructions, etc. at the percentage rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the work included in the Schedule of Quantities and Rates within **12 months** from the date of receipt of work order. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of Mormugao. 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.18150/-** (Rupees eighteen thousand one hundred fifty only) as a deposit or earnest money as proof 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 and 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 Trustees towards part of the Security Deposit and to make further deposit by cheque/demand draft/G.P. Notes/Securities of Public Bodies/10 years defence certificates/Units from

Unit Trust of India /by way of a Bank Guarantee, within **fourteen 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.

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 5% of the gross value of work certified in each bill till the amount of 5% of the contract price is accumulated.

7. I/We hereby agree for deduction of 1% of gross value of work certified in each bill from the amount payable to me/us towards Works Contract Tax(WCST) and VAT/Education Cess or any other taxes applicable.

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 payment of 100% of the amount of interim bills be made from time to time in advance of such bills being audited.

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) Ours is a partnership firm and the names of all major partners are given below:

<u>Name</u>	<u>Age</u>
1. _____	_____ years
2. _____	_____ Years
3. _____	_____ Years
4. _____	_____ Years

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.

- (1) 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.
- (2) The contract will be completed under the Company's Common Seal.
12. The Bank's Guarantee referred to in Para No.5 above will be from
** _____
13. I/We am/are registered for the purpose of Goa Sales Tax Act and my/our registration Certificate No. is _____
14. The name and address of our Banker is ** _____
15. My/Our Permanent Income Tax Account No. is _____.
16. I/ We hereby agree for deduction of Value Added Tax (VAT) at source as applicable from the bill(s) payable to me/ us. I/ We agree that VAT will be deducted @ 2% in case I/ we are registered under Goa Act and @4% in any other case. I/ We also agree for deduction of Education Cess' percentage applicable of Income Tax and Surcharge thereon.
17. I/ We hereby agree to furnish as per the 'mandate form' the details of Bank account(s) in which I/ We desire the e-payments to be made for cutting delays in making payments. I/ We hereby agree that Mormugao Port Trust will not be responsible for any delayed payment due to non-submission of 'mandate form' by me/ us.
18. I/we understand that the Board is not bound to accept the lowest or any tender you may receive and may reject the same (the lowest) or any other tender without assigning any reason therefore.
19. "I have read and understood the General Conditions and Specification of the work which are printed in Volume -I supplied to me by the Department which will form a part of tender and this shall remain binding on me".
20. I/we have enclosed herewith the following documents as required under instructions to tenderers:-
- a) Organization Chart.
 - b) List of similar works carried out by me/us.
 - c) Bar Chart.
 - d) List and description of main plant and equipments proposed to be used on this work.

(Note: a & b are not mandatory for registered Contractors with this department)

NAME AND ADDRESS OF TENDERER:-

SIGNATURE OF TENDERER

Witness: - _____

Date: _____ Day of _____ 2016

Witness: - _____

Witness: - _____

N.B.: * Strike out whichever is not applicable.
**** Here the Name of the Bank should be stated.**



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/44/2016

Name of work : “AMC for fendering systems in Harbour area for the year 2016-17.”

APPENDIX -I

The following Clauses shall be read in conjunction with respective clauses of General Conditions of Contract.

CONDITIONS OF CONTRACT

Particulars	Clause of G.C.	Clause of G.C.
1 Amount of initial security and time	11(1)	Five percent of the contract price and period 17 months.
2 Period for commencement from the Chief Engineer's orders to commence.	38	7 days
3 Time of Completion	40	12 months
4 Amount of liquidated damages.	43.	Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.
5 Free Period of Maintenance	45(1)	12 months
6 Percentage of retention from each running account bill	54(1)	10%.
7 Limit of Retention Money	54(1)	5%value of the contract price.
8 Total initial Security Deposit and Retention Money.	54(1)	10% value of the contract.
9 Minimum amount of interim certificate.	54(1)	Rs.2,00,000/- (Rupees two lakhs)
10 Time within which payment to be made after contractor's submission of the bill.	54(4)	100% within 20 days from date of receipt of bill subject to bill submitted on basis of joint measurements.
11 Mobilization Advance	69	Not Applicable to this contract.
12 Interest rate of mobilization advance	69	Not Applicable to this contract.
13 Mode of recovery of	69	Not Applicable to this

	mobilization advance		contract.
14	Variation in price of labour and materials	70	Not Applicable to this contract.
15	Arbitration clause of General conditions.	66	Not Applicable to this contract.
16	Minimum amount of third party insurance.	Clause No : 13 to 16 of Special Instruction of Contra- ct(Vol-I)	5% of the tendered amount.

Dated this _____ day of _____ 2016

Signature _____ in the capacity _____
 _____duly authorized to sign tender for and

on behalf of _____.

(IN BLOCK LETTERS)

ADDRESS : _____

Witness : _____

Occupation : _____



iv) APPENDIX- II

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/44/2016

Name of Work: “AMC for fendering systems in Harbour area for the year 2016-17.”

MATERIALS TO BE SUPPLIED BY THE DEPARTMENT FOR THE WORK

Sr. No.	Description of materials	Approx. qty. to be supplied	Unit	Rate in Figures/Words	Place of Delivery
1.	Water	--	Cubic Metre	As per prevailing rates in the Port.	Ref. Clause No.9.19 of Special Conditions – Vol.I
2.	Electric Power	----	KWH	Electric supply as per the relevant rate applicable and supply point will be indicated by the CME's Department.	Ref. Clause No.9.20 of Special Conditions – Vol. I
3.	Harbour Entry Permit (HEP)	--	Per Person per day/month	As applicable	To be Collected from Traffic Department

SIGNATURE OF THE CONTRACTOR



iv) APPENDIX- III

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

ESTATE RENTAL CHARGES

TENDER No. CE/44/2016

Name of Work: “AMC for fendering systems in Harbour area for the year 2016-17.”

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Sr. No.	<i>Description</i>	Rate* Rs.	<i>Remarks</i>
1.	Licence fees on Port land for maintenance office buildings and other structures.	Rate will be charged as per Scale of Rates prevailing during period of contract.	Payment shall be made to CDC Section, Finance Dept based on the recovery advice.

NOTE : Location of suitable area subject to the availability shall be decided by the Chief Engineer.

* Rate per 10 sq. m. or part thereof per calendar month or part thereof.

SIGNATURE OF THE TENDERER



iv) APPENDIX- IV

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/44/2016

Name of Work: “AMC for fendering systems in Harbour area for the year 2016-17.”

SCHEDULE – ‘A’

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

ORGANISATION CHART

<u>Designation of Key Personnel</u>	<u>Name and short resume of experience and Telephone Contact Number</u>

LABOUR FORCE

Estimated peak force _____

Estimated average force _____

SIGNATURE OF TENDERER

Date :- -----



v) PROFORMA 1

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/44/2016

Name of Work: "AMC for fendering systems in Harbour area for the year 2016-17."

PROFORMA FOR EXPERIENCE OF SIMILAR WORKS OF TENDERER

1. Name & Address of the Client :
2. Contact Person :
3. Telephone Nos. :
4. Name & Location of work site :
5. Scope & Quantum of similar works :
carried out
6. Contract Price :
7. Actual Price :
8. Contracted Completion Period :
9. Actual Completion Period :
10. Penalty for delay, if any :
11. Whether entered into litigation or not : Yes / No

Signature, Name & Seal of
Tenderer

Signature, Name & Address of
Chartered Accountant of the Tenderer
Tel No.

Date :

Date :

Note: Tenderers shall prepare the above Proformae separately for each work. The corresponding documentary proofs such as Work Orders, Completion Letters, etc. shall also be submitted along with each separate Proformae.



v) PROFORMA 2

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
TENDER No. CE/44/2016

Name of Work: "AMC for fendering systems in Harbour area for the year 2016-17."

EXECUTION OF SIMILAR WORK IN PROGRESS AS PRINCIPAL CONTRACTOR TILL DATE.

(Rs. in lakhs)

Sr. No.	Tender No.	Name of the work	Employer	Amount Received Rs.
1	2	3	4	5

NAME, SIGNATURE
& SEAL OF TENDERER :

DATE :



v) PROFORMA 3

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
TENDER No. CE/38/2016

Name of Work: “AMC for fendering systems in Harbour area for the year 2016-17.”

.LIST OF MAJOR TOOLS, PLANT AND MACHINERY, SURVEY EQUIPMENTS,
TESTING APPARATUS IN WORKING CONDITION AND
OWNED BY THE TENDERER

(USE CONTINUATION SHEET IF REQUIRED)

SR. NO.	DESCRIPTION	NO. OF UNITS	YEAR OF PURCHASE	PRESENT CONDITION	PRESENT LOCATION
	MAKE				
	CAPACITY				
1	2	3	4	5	6

NAME, SIGNATURE
& SEAL OF TENDERER :

DATE :



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/44/2016

Name of work : “AMC for fendering systems in Harbour area for the year 2016-17.”

ADDENDUM TO 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.

If so far 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 Item Rate tenders are invited in Two 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 4 hereinafter will be furnished.
3. 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.
4. 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 14 (Fourteen) days from the date of receipt of pre-acceptance letter, in the form of Bank Guarantee from any of the Nationalized 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 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 of the work 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 Nationalized 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 14 (Fourteen) 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 as soon as the conditions of contract have been fulfilled and upon contractor making an application thereof, 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).

5. 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.

6. 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,
7. 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.
8. Tenderers should refrain from sending revised or amended offers after the closing date of the tender.
9. **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 if any will be borne by the Contractor.
12. Tenderers should note the arrangements described in the tender document for prompt payments of bills.
13. There is free maintenance period of 12 months for this contract.
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. No Port Trust structure/room is available for storing the materials brought at site by the contractor. The contractor shall make his own arrangement to construct a temporary store room at his risk and cost, at or near the site of work, as directed by the Site Engineer. However, the same will be used for storing materials only and not for residential purpose and the same will be dismantled and removed from the site, immediately on completion/ termination of work. The final bill of the work will not be settled, unless the site is completely cleaned of all the materials.

CHIEF ENGINEER



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/44/2016

Name of work : “AMC for fendering systems in Harbour area for the year 2016-17.”

ADDENDUM TO SPECIFICATIONS

01. The tenderer shall visit the site and fully study the work involved vis-à-vis the quantity and specification before tendering for the work. Any clarification in this regard will be given if required prior to submission of tender. The area of each building mentioned in the tender are approximate and tenderer should inspect the site, assess the area, accordingly the rates may be quoted. No claim will be entertained regarding for this purpose thereafter.
02. The rates quoted by the tenderer shall hold good for period of contract.
03. The proposed work broadly comprises in **Scope of work** as detailed in Annexure-I
04. The work has to be carried out from 8.00 hrs. to 13.00 hrs. 14.00 hrs.to 17.00 hrs in a day. During the above period the contractor shall arrange cleaning as specified without causing inconvenience to the office.
05. The successful tenderer shall be required to enter into an agreement with Mormugao Port Trust immediately after acceptance of the tender. The cost of stamp paper for the agreement shall be borne by the successful tenderer.
06. In the Item rate quoted by the contractor shall be inclusive of Sales Tax, General Tax, Octrol, Excise Duty, Income Tax etc. and all other incidental charges that the tenderer may have to bear for the execution of the works. Service tax shall be paid extra by the port as applicable
- 07 . SUPPLY OF WATER.
 - (a) The contractor shall as far as practice having regard to the conditions, provide on the site to the satisfaction of the Chief

Engineer's Representative, adequate supply of drinking water and other water for the use of the contractor's staff and workmen.

(b) **Water required for works would be supplied by the Mormugao Port Trust subject to availability. The supply charges will be as per MPT scale of rates and amount to be remitted in CDC section of FA & CAO department.** Contractor has to arrange a separate water tank and pumping facility to storage of water if required. water connection point will be shown to the contractor and from that point contractor has to lay the separate water line for their tank. At any circumstances water should not be used from the Port's tanks provided over the building. If water supply cannot be given by the Port, contractor should make his own arrangements to bring the required quantity of water for work etc. and cost of water will be borne by the contractor. In any event, no excuse for delay in specified work, or no claim of any sort, whatsoever, will be entertained on account of inadequate/intermittent short supply of water.

08. The contractor may be asked to supply the following on request and charges mentioned thereon:

Electricity:

- (a) Electric supply will be given and supply point will be indicated by the CME's Department, if required, and the contractor shall provide his own cable from the supply point to the place of work and supply charges will be as per MPT scale of rates and amount to be remitted in CDC section of FA & CAO department.
- (b) However in case it is beyond MPT to provide Electricity 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 for non-supply of Electricity by MPT.
09. The Tenderer's supervisory staff shall be fully experienced in the type of work to be carried out under their supervision.
10. The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.
- 11 a) With out limiting his obligation and responsibilities under Clause 21 of G.C.C.(Vol.1). 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 term 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-1)

- (I) The Works are the Temporary works to the full value of such executed from time to time.
- (II) The materials, Constructional Plant and other things brought on to the site by the contract to the full value of such materials, Constructional Plant and other things.

11 b) Such insurance shall be effected with an insurer and in terms approved by the Board and the contractor shall whenever required produce to the chief Engineer or the Chief Engineer's representative the policy or policies of insurance and the receipts for the payment of the current premia provided always that without limiting his obligations and responsibilities as aforesaid nothing in the clause contained shall tender the contractor liable to insure against the necessity for repair or reconstruction of any work constructed with material or workmanship not in accordance with the requirements of the contract

12 (a) Before commencing the execution of the works, the contractor but without limiting his obligations and responsibilities under clause 22 of G.C.C. (Vol. I) shall insure against any damage, loss or injury which may occur to any property (including that of the Board) or to any person (Including any employee of the Board) by or arising of the execution of the work or Temporary Work or in the carrying out of the contract otherwise than due to the matters referred to in the provision to clause 22(1) of G.C.C.(vol.1).

12 (b) Such insurance shall be effected with an insurer and in terms approved by the Board and for at least the amount stated in the Tender and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer's representative the policy or policies of insurance and the receipt for the payment of the current premia.

13. The Contractor shall insure against accident, injury etc. to workmen with an insurer approved by the Board and shall continue such insurance during the whole of the time any persons are employed by him on the works and shall when required produce to the Chief Engineer or the Chief Engineer's representative such policy of insurance and the receipt for payment of the current premia. Provided always that in respect of any persons employed by any sub- contractor, the contractor's obligation to insure as aforesaid shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Board is indemnified under the policy but the contractor shall required such sub-contractor to produce to the Chief Engineer or the Chief Engineer's

representative when required such policy of insurance and the receipt for payment of the current premia.

14. If the Contractor shall fail to effect and keep in force the insurance referred to in the above mentioned clauses hereof or any other insurance which he may be required to effect under the terms of the contract then and in any such case the Board may effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the Board with interest as stated in Vol.1 as aforesaid from any money due or which may become due to the contractor or recover the same as debt due from the contractor.

15. The successful tenderer will have to submit within fortnight after receipt of the acceptance Letter a phased program of execution of different items of work.

16. 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-1 Of the tender document will be given to the subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port's supervisory staff.

17. Work has to be carried out round the clock depending on the availability of the berths without disturbing the operations of the Port.

18. Hot work permit has to be obtained from the DC/Harbour Master for carrying out any welding/cutting work mainly at the Oil Berth.

19. EPIDEMICS

In the event of any outbreak illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the Local Medical or Sanitary Authorities for the purpose of dealing and overcoming the same.

20. 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 neighbourhood of the works against the same.

21. FOOTWARE, GLOVES ETC:

In partial modification of clause No.31 of the General Conditions, the contract, the contractor shall at his own expenses provide footwear and gloves for all labour employees at site and all other types of work involving the use of chemicals and detergent, etc. to the satisfaction of the Chief Engineer or his Assistant.

22. 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 accident to the Chief Engineer or his Representative. The contractor shall also report such accidents to the concerned constituted authorities.
23. The tender is on item Rate Basis and the Tenderers are required to fill the Schedule of Quantities and Rates as stated in directions to Tenderers for filling in the Schedule of Quantities and Rates.
24. The Taxes involved in the execution of Work Contract Act 1935 shall be borne by the contractor and rates quoted by the Tenderers shall be inclusive of the said tax also.
25. The contractor and his workers/agent 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.
26. All applications for issuance of Photo Identity Card 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 agent 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.
27. 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.
28. 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 Headland Sada slopes and Baina will be charged as per prevailing scale of rates during the contract period as fixed by finance department and payment for the same shall be made to CDC section of finance department and copy of receipt shall be attached along with contractors running & final bill.
29. 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.
30. If for any reason the entire site cannot be handed over to the contractors, the Contractor shall immediately commence the work in the portion of the site released. If in the opinion of the Chief Engineer, contractor's work is held up or totally stopped due to non-availability of the remaining site, the Chief Engineer may extend the time for completion of the

work by treating non- working period for such days as he shall consider immediately on being informed that the remaining site is available for the work.

31. After completion of day's work/ contract period the contractor shall clean, clear the work site to the satisfaction of the Chief Engineer or his site representative.

32. 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 submits the final bill based on joint measurements.

33. All the debris/ kutchra etc. arising out of this work shall become the property of the contractors and they shall make necessary arrangements to dispose it off at no extra cost to Port Trust. The debris/kutchra etc. shall not be dumped in Port Trust estate. If any of Port Trust debris/kutchra etc. is found dumped in MPT estate, a fine of Rs.5,000/- per lorry load will be recovered from the contractor.

34. In case of excess under any item, the contractor should bring it to the notice of the concerned Chief Engineer well in time for obtaining necessary sanction.

35. Further to the provisions in the General Conditions of Contract, upon the Chief Engineer certifying that in his opinion, the contractor, after receiving from the Chief Engineer, a written notice,

1. Has suspended progress on any portion or items of the works for seven days, or
2. Has failed to make proper progress on any portion or items of the works for seven days, or
3. Has failed to complete any portion or item of the works by the time specified by the Chief Engineer, or
4. Has failed to remove from the site for seven days, material which have been condemned and rejected, or
5. Has failed to pull down within seven days and rebuild within the time stipulated by the Chief Engineer works which have been condemned and rejected, or
6. Has failed to give to the Chief Engineer or his representative proper facilities for inspecting the works or any part thereof for three days, or
7. Has failed to carry out proper tests for three days on any work or materials,

Then the Trustees, without restricting, prejudice to their rights under Clause, Nos. 57.1 of the general Conditions of Contract and expelling the contractors from the site of works, without determining the contract and while permitting the contractor to carry out or employ another agency to carry out at the risk and cost of the contractor,

- a. The execution of such portions or items of the work which the contractor has suspended or failed to make proper progress or failed to complete within the specified time, and or
- b. Removal of condemned and rejected material from the site, and/or
- c. Pulling down and rebuilding of condemned and rejected works, and/or
- d. The provision of proper facilities to the Chief Engineer or his representative for inspecting the works, and/or
- e. Testing of any work or materials,

In such cases Additional expenditure incurred, if any, by the Trustees over and above that which would have been incurred by them had above works been carried out by the contractors under the terms of this contract shall be paid by the contractor to the Mormugao Port trust. The trustees reserves their right to recover their additional expenditure from the moneys payable to the contractor or from deposits or such amounts that may have been lodged by the contractor with the Mormugao Port Trust for due performance of the contract under these presents. The Trustees further reserve their right to recover such additional expenditure from the moneys payable to the contractor for any other contract or transactions of any nature whatsoever existing between the trustees and the contractors.

36. SUPPLY OF MATERIALS:

No material to 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.

37. All the materials to be used in the work/structure shall be conforming to relevant ISI specifications or as specified in the Tender Schedule. However, the final approval of the material shall be at the sole discretion of the Chief Engineer. Contractor shall undertake laboratory test as specified in the relevant I.S.I. order at the discretion of Chief Engineer and only approved materials/approved brand of materials shall be used.

38. 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 making all suitable arrangements.

39. 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.

40. MODE OF PAYMENT:

The procedure for preparation and settlement of contractor's bills is as under:

- (i) Minimum amount of Interim Certificate shall be Rs.5.00 lakhs.
- (ii) 100% of the bill will be paid within 20 working days from the date of acceptance of bill by the department and bill submitted based on joint measurement.
- (iii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealing with the Mormugao Port trust.
- (iv) 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.541(b).

The Chief Engineer may sanction part rates for partly executed items of work mentioned in the Schedule of Quantities and 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 Assistant Engineer and after the final corrected quantities to be billed are given by him.

41. FACILITIES FOR WORKS OF OTHER AGENCIES:

Contractor shall take care that his work does not, in any way, hamper the concurrent progress of works of the other agencies in and around the existing site of work, laying of cables or any other work, which will be awarded during currency of this contract. 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 co-ordination with all agencies.

42. No Port Trust structure/room is available for storing the materials brought, at site by the contractor. The contractor shall make his, own arrangement to construct a temporary storeroom at his risk and cost, at or near the site of work, as directed by the Site Engineer. However, the same will be used for storing materials only and not for residential purpose and the same will be dismantled and removed from the site, immediately on completion/ termination of work. The final bill of the work will not be settled, unless the site is completed cleaned of all the materials.

43. 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.

44. 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.
45. Contractor who does not have ESI registration shall take the Insurance policy under the Indian workmen's Compensation Act 1923 to be taken to cover the workers employed by them on the subject works, against the risks involved in the execution of work. Original policy to be produced for Scrutiny before commencement of work and original policy will be returned after scrutiny.
46. The Tenderer shall submit an Organization Chart to list Key Personnel employed and their experiences.
47. Price Escalation: (This clause is not applicable).
48. Mobilization Advance: (This Clause is not applicable).
49. Arbitration (This Clause is not applicable)
50. Quantities shown in schedule of quantities are approximate which may vary depending upon the nature of works involved as per site condition. Also the quantities executed by the contractor in each item or more may lead to the total tendered amount IF REQUIRED ADDITIONAL QUANTITY OF MATERIAL THE CONTRACTOR HAS TO ARRANGE OF HIS OWN AND NO ADDITIONAL COST WILL BE BORNE BY THE MPT IN THIS REGARD.
51. Watch and ward of all materials and equipment will be responsibility of the contractor and no claims will be entertained towards loss or damage to the contractor's materials and equipments.
52. Contractor shall provide all necessary tools and plants and protective devices, etc. to the workmen as required.
53. No claim for the increase in rates quoted due to increase in cost of materials and labour during the currency of the contract will be entertained by the Department.
54. The rates indicated in the schedule, shall hold good for all repairs/replacement/renewal/new works to be carried including in patches and bands and for all building/sheds/structures and service facilities located in the Port area.
55. Storage arrangements for all materials shall be made by the contractor at his own cost.
56. The additional special instructions given above shall prevail over those stipulated elsewhere in the tender documents forming part of the contract. The volume containing instructions to Tenderers, General

Conditions, Special conditions and General Specifications to be submitted alongwith the Volume-I of the tender documents all duly signed by the tenderer.

57. The contractor has to maintain registers/forms as required during progress of works.
 1. Muster –Roll in Form XVI
 2. Register of Wages in Form XVII
 3. Register of Over time in Form XXIII
 4. Register of Fine in Form XXI
 5. Register of Deduction for dame or Loss in Form XX
 6. Register of Advance in Form XXII
 7. Register of Persons employed in Form XIII
 8. Register Form XII

58. The labour wages are to be made in the presence of the Department representative and signatures to be obtained on wage register . The copy of the same to be produced along with the bills.

CHIEF ENGINEER



ANNEXURE -I

MORMUGAO PORT TRUST **ENGINEERING (CIVIL) DEPARTMENT** **TENDER NO.CE/ /2016**

Name of work : “AMC for fendering systems in Harbour area for the year 2016-17.”

SCOPE OF WORK

The work put to tender broadly comprises of the following items:

1. Removal of old damaged tyre fenders of approx. size 18.00-25, etc.
2. Providing 32mm dia E.N.8 eye hooks by installing/inserting 200mm deep into the berth face wall, etc.
3. Shifting & suspending tyre fenders of approx. size 18.00-25 in position with 20mm dia m.s. short link chain, both supplied by the department, etc.
4. Removal of old/damaged existing Tyre fenders of approx. size 10.00-20 & m.s. chain from offshore mooring dolphins, etc.
5. Shifting & suspending tyre fenders at offshore mooring dolphins of approx. size 10.00-20 in position with 20mm dia m.s. short link chain, both supplied by the department.
6. Removal of old/damaged existing 500H/600H 'V' fenders from berth and transporting the same to AXEN/MOHC site stores.
7. Removing & refixing existing hanging/new SA 600H 'V' fenders of approx. length of 2.5m(Top)/2.8m(base) in position.
8. Removing & refixing existing hanging/new SA 500H 'V' fenders of approx. length of 3.0m(Top)/3.25m(base) in position.



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

FORM OR BANK GUARANTEE FOR SECURITY DEPOSIT

1. In consideration of the Board of Trustees of Mormugao Port Trust (Here in after called 'THE BOARD') having agreed to exempt from _____ (Hereinafter called 'The said Contractors') from the Board _____ and _____ for _____ and (Hereinafter called "The Said Agreement") of Security Deposits for the due fulfillment by the said contractor of the term and conditions contained in the said Agreement on production of a Bank guarantee for Rs. _____ (Rupees _____ only). We _____ Bank _____-(hereinafter referred to as 'The Bank') do hereby undertake to pay to the Board an account 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).
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. Unless a demand or claim under this guarantee is made on us in writing on or within three months from the

expiry date i.e. from _____ we shall be discharged from the liability under this guarantee thereafter.

4. We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to far bear of enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said Contractor(s) or for any forbearance act of omission on the part of the board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would put for this provision have effect of so relieving us.
5. Notwithstanding anything stated above, our liability under the guarantee is restricted to Rs. _____ (Rupees _____ only). Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
6. The Board is authorized to enforce claim against the guarantee at the local branch of the Bank in Goa in case such as eventually of encashment arises.
7. We, _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____
_____ 2016.



**MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT**

TENDER No. CE/44/2016

**Name of Work: AMC for fendering systems in Harbour area for the year
2016-17.”**

xiii. CHECK LIST FOR SUBMISSION OF TENDER

Sr. No.	Particulars	Yes	No
1	Have you purchased / downloaded the tender document from internet for submission by your firm?		
2	Have you submitted cost of tender document in the form of DD or cash receipt, in case you have downloaded from internet?		
3	Have you submitted the tender in the Mormugao Port Trust's Form?		
4	Have you furnished full postal address, telephone number/Fax number, email?		
5	Have you kept your offer valid for 180 days as specified?		
6	Have you submitted Demand Draft pertaining to Earnest Money? i. DD No. _____ dated drawn on bank _____ payable at _____ amounting to Rs. 18,150/-.		
7	Have you submitted documents pertaining to status/ contribution of the firm, partnership deed and power of attorney?		
8	Have you submitted Audited Statement of Accounts for last three (3) years ending 31.03.2016?		
9	Have you submitted Copy of current Income Tax Return Acknowledgment?		
10	Have you submitted document in support of the Technical System Qualifying Criteria (Eligibility Criteria)?		
11	Have you submitted list of works in progress along with copy of work orders?		
12	Have you submitted Appendix - IV		
13	Have you submitted Performa 1 to 3?		

No.	Particulars	Yes	No
14	Have you submitted EPF Number issued by Provident Fund Department?		

15	Have you submitted ESI Number issued by Employees State Insurance Department?		
16	Have you submitted Permanent Account Number issued by Income Tax Department?		
17	Have you submitted Service Tax Registration Number?		
18	Have you Signed and seal with date on every page of tender document submitted?		
19	Have you attested all the corrections?		
20	Have you submitted Price Bid in separate Cover?		

NOTE:

The above Checklist is not exhaustive. The tenderer must go through carefully the entire Booklet and submit the tender compliance of all the conditions/ provisions instructions mentioned therein irrespective of the fact that they have been highlighted in the Checklist or not.

Signature _____

Name of the Tenderer

Seal:

Date:



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/44/2016

**Name of Work: AMC for fendering systems in Harbour area for the year
2016-17.”**

xiv. VENDOR REGISTRATION FORM

1. Name of the Organization : _____
2. Address (In Detail) : _____

3. Telephone Number : _____
4. E-Mail ID : _____
5. Permanent Account Number (PAN) : _____
6. Bank Name : _____
7. Bank Branch Address (In Detail) : _____

8. Bank Branch Code : _____
9. Bank Account Number : _____
10. Bank Account Type : _____
11. Magnetic Ink Character Recognizer : _____

(MICR)

12. Tax Identification Number (TIN) :

13. Service Tax Registration Number :

14. Service Tax Registration Code :

15. CST Registration Number :

16. Employee Provident Fund (EPF)
Registration Number :

17. Employee State Insurance Scheme
(ESIS) Registration Number :

18. IFSC Code :

Signature _____

Name of the Tenderer

Seal:

Date:

