

FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

A. 1. Name and full address of the Contractor

to whom the Tender Documents are is	ssued. :
2. Whether registered with Engineering (Department, if so, class of registration	
3. If not registered, reference to the letter Engineer authorising issue of the term.	
4. Date of issue of Tender Documents.	:
	SIGNATURE OF AXEN (Accounts)
	dust suppression screen, repairs to the tructing new masonry wall from existing at at berth no. 11."
2. Cost of each set of Tender Documents	: Rs. 2,000/-
3. Date and Issue of Tender Documents4. Date of receipt of tender and time	: From: 06/05/2016 To 19/05/2016 up to 14.30 hours. : 20/05/2016 up to 15.00 hours
5. Amount of E.M.D.	: Rs.18500 /-
6. Date of opening of tender and time	: On 20/05/2016 at 15.30 hours.
7 a) Whether E.M.D. received b) if so, in which shape	: Yes/No. : D.D./Cash Receipt
8. Form of contract	: Item rate
9. Whether tender received in duplicate	: Yes/No
10. Whether rates have been quoted in bot the tenders in words and figures.11. Total No. of Tenders received for the words.	•
AEN (Accounts)	Executive Engineer (HR)



Tender No. CE/ 42/2016

NAME OF WORK: - "Dismantling of dust suppression screen, repairs to the Existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

Tender Notice

- 1. Appendix I
- 2. Form of Tender
- 4. Additional Instructions to Tenderers
- 5. Additional General Conditions of Contract
- 6. Organization chart
- 7. Estate rental charges
- 8. Directions to tenderers for filling in schedule of quantities and rates
- 9. Scope of work
- 10. Schedule of quantities & rates
- 11. Form of Bank Guarantee for Security Deposit.
- 12. Declaration.
- 13. Vendor registration form

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

Chief Engineer



TENDER NO.CE/42/2016

Tender Notice No. CE/N-43/2016

Sealed item rate 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 to 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//2016 Class "B2"& above.	Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust	Rs. 2,000 /-	06/05/2016 to 19/05 /2016 upto 15.30 hrs.
		suppression screen to toilet at berth no. 11." Rs. 922324/-	Rs. 18500/-	20/05/2016 at 15.30 hrs.

N.B:

- 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 super scribed 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 15.00 hrs. on the 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, are reserved.
- 5) Deviations from the proposed items of work will not be acceptable. 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) Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa-403 804.

CHIEF	' FNG	INEER
CHILL	121111	111121211

Date:

Headland, Sada, Goa



TENDER NO: <u>CE/42/2016</u>

Name of Work: "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall From existing dust suppression screen to toilet at berth no. 11."

1. TENDER NOTICE

- 1. Sealed tenders in single Cover System are invited on behalf of Mormugao PortTrust from contractors registered with M.PT., P.W.D./ C.P.W.D. / Railway, Central/ State Govt., GSIDC, etc. for the work of "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."The Approximate cost of the work is Rs.922324/-. 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.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.

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.
- 4. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs. 18500/- (Rupees Four Thousand Two Hundred and Twelve only), and

- 5. 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 alongwith tender will not be accepted.
 - a. The E.M.D. and the Tender documents should be put in separate sealed envelopes the two envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as "EMD, tender documents as the case may be. The outer envelope shall bear the identifications like (i) Tender No: (ii) Description of works (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 Tenderers i.e. 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 lodgment of Initial Security Deposit (ISD) by the lowest/accepted offer of the contractor. E.M.D. of successful contractor will be retained towards Initial Security Deposit. Other Contractors are requested to contact the Senior Assistant Secretary, Chief Engineer's Office, Main Administrative Office, and 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.
 - f. EPF No.
 - g. ESI No.

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

- 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 actual completion 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.
- 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 **03 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. 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 Executive Engineer / HR, Tel Nos: 2594608.
- 12. 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.
- 13. The original tenders to be submitted should be enclosed in a sealed cover and super scribed and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, Goa-Pin: 403804.
- 14. The tenders complete in all respects should be placed in the Tender Box (marked "Tender No: CE/42/2016) kept inside the cabin of Assistant Engineer(Accounts), Chief Engineer's Office at Main A.O. Building, 2nd floor, Mormugao Port Trust upto 15.00 hrs. on due date and opened at 15.30 hrs. on the same date in the presence of such Tenderer's who may wish to be present.
- 15. The Tenderer's should specifically note that theirs offers, whether sent by Post or by hand delivery, should reach this office on or before the due date and time. Offers received late will not be considered, even though posted in the post office before due date.
- 16. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
- 17. Unsigned tenders will not be considered.
- 18. 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.
- 19. 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.
- 20. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
- 21. Service Tax registration for the bidder is mandatory. Bidder has to enclose attested copy of Service Tax Registration along with the tender. Service Tax has to be claimed extra as applicable while submitting the bill/bills.



APPENDIX-I

TENDER NO: CE/42/2016

Name of work:- "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

This shall be read in conjunction with respective clauses of General conditions of Contract(G.C.C)of Vol-I of Tender Documents.

Sr No	Particulars	Clause of G.C.C	Condition/Details
110		G.C.C	
1	Amount of initial security and time	11(1)	Five percent of the contract price and period 16 months plus 18 months for claims period for B.G.
2	Period for commencement from the Chief Engineer's orders to commence.	38	7 days from the date of receipt of Work order.
3	Time of completion	40	03(three) 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 (of each specific work order).
5	Period of maintenance	45(1)	12 months
6	Percentage of retention from each running account bill.	54(1)	10%.Also please refers CL.No.5 of additional instructions to Tenderers.
7	Limit of Retention Money.	54(1)	5% value of the contract.
8	Total initial Security Deposit	11(1)	10% value of the contract amount.
	and Retention Money.	54(1)	
9	Minimum amount of interim certificate	54(1)	Rs.3,00,000/-

10	Time within which payment to be made after contractor's submission of the bill. (Special Instructions No.1).	54(1)	100% payment within 20 days of recording measurements and submission of bill in quadruplicate after obtaining signature of JE/EA and AEN/AXEN concerned(2 copies to Head Office) with all supporting documents.
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.	66	Not applicable to this contract.
16	Minimum amount of third party insurance.	Clause No.6 to 9 of Additional. General Conditions of contract	5% of the tender amount.
Date	d this	day of _	2016.
Sign	ature in the		for and on behalf of
	·	C	
Tend	(IN lerer Name and Address:	I BLOCK LE	•
Witr	ness:		

Occupation:



TENDER NO: CE/42/2016

Name of Work: "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

FORM OF TENDER

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

1.	I/We	do	o her	eby
offer	to execute the work comprised in the annexed Tender Notice	" Di	smant	ling
of d	ust suppression screen, repairs to the existing masor	nry	wall	and
cons	tructing new masonry wall from existing dust suppressi	on :	screen	to
toile	t at berth no. 11."			

In strict accordance with the Instructions to Tenderers, General Conditions of Contract, and Specifications etc., at the Rate entered in the attached Schedule of Quantities and Rates.

- 2. I/We undertake to complete the work awarded under this contract within the stipulated period of completion mentioned in work order from the date of release of site and as per specifications. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of Mumbai. 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.
- 3. I/We send herewith a sum of Rs. 18500/- (Rupees eighteen 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)	Ours is a	partnership	firm	and	the	names	of al	1 major	partners	are
given below										
		<u>Name</u>				<u>A</u>	<u>ge</u>			
1					_		_ yeaı	'S		
2							vea	^S		

	3 4		
	entered into with the abo	irm that if our offer is accepted, the contract will be we mentioned partners only and the Trustees will now minor partners or their guardians.	
*(C)		iability and a copy of our Memorandum and Article t for perusal upon acceptance of our offer.	:s
		nded to be signed by a duly constituted Attorney an ney in his favour will be submitted for perusa see of the tender.	
	The contract will be comp	eleted under the Company's Common Seal.	
12.	The Bank's Guarantee	referred to in Para No.5 above will be from	m
13.	· · · · · · · · · · · · · · · · · · ·	for the purpose of Goa Sales Tax Act and my/ou o. is	ır
14.	The name and address of	our Banker is **	
_	esses ature :	Tenderer's Signature:	
Nam	e:	Name:	
Addr	ress :	Address :	
Tel.			
	ile No:	Mobile No.:	
Dat	e:	Date :	
N.B.:	* Strike out whichever ** Here the Name of th	is not applicable. e Bank should be stated.	



TENDER NO: CE/42/2016

Name of Work: "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

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 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 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 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 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 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 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. Cost of testing of materials if any will be borne by the Contractor.
- 10. Tenderers should note the arrangements described in the tender document for prompt payments of bills.

CHIEF ENGINEER



TENDER NO: CE/42/2016

Name of Work: : "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

- 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 tenderer should inspect the site, assess himself the area, accordingly the rates may be quoted. No claim will be entertained regarding for this purpose thereafter.
- 02. Time is the essence of the contract and the entire work shall be completed within the stipulated time period as mentioned in Work Order and delay in completion of the work will be liable for liquidated damages as per general conditions of contract(G.C.C.) vol.I.
- 03. The rates quoted by the tendered shall hold good for period of contract.
- 04. The proposed work broadly comprises as detailed in scope of work.
- 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.
 - 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 except Service Tax.
- 06. The labour payment shall be made in the presence of the J.E. In charge failing which no bills will be processed. The Contractor has to inform in writing 48 hrs in advance to JE/EA regarding the date, place and labour

payments in order to witness the same.

- 07. The contractor shall have EPF Registration No. of the firm and shall contribute towards Employee Provident Fund (EPF) and submit the copy of the same along with the details in the prescribed format while submitting bills.
- 08. The following record shall be maintained:
 - 1) Muster Roll.
 - 2) Register of wages.
 - 3) Wage slip to all the labourers.
 - 4) Material Register
 - 5) Hindrance registers.
 - 6) Site instruction book.
 - 09. 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.
- 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. 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 contractors materials and equipments.
- 12. The contractor shall hand over the retrieved material retrieved from the dismantled structures and transport the same to AXEN/GCB store/MM's stackyard Baina or at any other places as directed at his own cost.
- 13. The contractor shall clear the site immediately after completion of the work to the satisfaction of the Chief Engineer or his representative.
- 14. Storage arrangements for all material shall be made by the contractor at his own cost.
- 16(a) with out 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.
- (ii) The materials and any other Plant and other things brought on to the site by the contractor to the full value of such materials and other things.
 - 16(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 render 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.
- 17(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 works or Temporary Works 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. I).
- 17(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 receipts for the payment of the current premia.
- 18. 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 that 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 require 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.

- 19. 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. I as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.
- 20. The successful tenderer will have to submit within seven days after receipt of the acceptance Letter a phased programme of execution of different items of works.
- 21. 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.

22. **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.

23. **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.

24. **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, uniforms, footwear and gloves for all labour employees on all types of work involving the use of chemicals and cement, etc. to the satisfaction of the Chief Engineer or his Assistant.

25. **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.

- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. **SUPPLY OF MATERIALS:** No material will be supplied by MPT. Contractor shall make his own arrangements to procure all the materials whatsoever required for the execution of the works covered under this tender.
- 32. Water and electricity will be supplied by the department from the nearest available point subject to availability. Rates will be charged as per scale of rates prevailing during period of contract. If the same is not available contractor has to make his own arrangement for water and electricity at his own cost.

33. Measurements

The quantities provided for in the Schedule of Quantities and Rates are only approximate and are given to provide a common basis for tendering. The actual quantity may differ from those provided for in the Schedule in view of

the complexity of the work. Payment will be made only for the actual work done.

34. The Tenderers are required to fill the item rates in the schedule of quantities and rates and the total amount as stated in Directions to Tenderers.

The Taxes involved in the execution of Works Contract Act 1935 shall be borne by the contractor and rates quoted by the Tenderers shall be inclusive of the said tax also.

35. **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.

36. **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 Rs.3,00,000/-. 100% bill will be paid within 20 working days.
- (ii)The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealings with the Mormugao Port Trust.

Retention Money will be recovered through the bills of specific works at the rate of **10**% of the amount certified in each bill, till an amount equivalent of **5**% of the Contract Price is accumulated.

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 final bill only after the measurements are checked by the concerned Engineer and Assistant Executive Engineer/Assistant Engineer and after the final corrected quantities to be billed are given.

37. **FACILITIES FOR WORKS OF OTHER AGENCIES:**

Contractor shall take care to see 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, by laying of cables or any other work, which will be awarded during the period 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.

- 38. 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.
- 39. Service Tax registration for the bidder is mandatory. Bidder has to enclose attested copy of Service Tax Registration along with the tender. Service Tax has to be claimed extra as applicable while submitting the Bill/bills.

CHIEF ENGINEER



TENDER NO: CE/ 42/2016

Name of Work: "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

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.

	ORGANISATION	<u>CHART</u>
Designation of Key Personnel		Name and short resume of experience.
	LABOUR FO	<u>RCE</u>
Estimated peak force		
Estimated average force		
	SIGNATUI	RE OF TENDERER
Date :		



TENDER NO: CE/42 /2016

Name of Work: "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

SCHEDULE-C

ESTATE RENTAL CHARGES

	1	I	
Sr. No.	Description	Rate	Remarks
		Rs. Ps.	
1.	Licence fees on Port land for	Rate will be	At suitable
	maintenance office buildings	charged as per	location subject
	and other structures.	scale of rates	to availability
		prevailing	and to be
		during period	decided by the
		of contract.	Chief Engineer.
2.	Licence fees on Port land for	Rate will be	At suitable
	maintenance office buildings	charged as per	location subject
	and other structures including	scale of rates	to availability
	labour huts. (Refer relevant	prevailing	and to be
	clause in the Additional Special	during period	decided by the
	Instructions).	of contract.	Chief Engineer.

NOTE :Rate per 10 sq.m. or part thereof per calendar month or part thereof.

SIGNATURE OF THE TENDERER

CHIEF ENGINEER



TENDER NO: CE/42/2016

Name of work: "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

SCHEDULE OF QUANTITIES & RATES

- 1. Tenderers are required to fill the item rates in 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 rates 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 rates—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.
- 4. The rates and the 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/42/2016

Name of Work: "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

SCOPE OF WORK

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

- 1. Dismantling of structural steel of dust suppression screen
- 2. Dismantling and clearing of PCC block masonry
- 3. Earth work excavation in soft rock with earth pockets.
- 4. Soling with hard laterite boulders
- 5. PCC (1:3:6) using 20mm graded black trap stone metal
- 6. Constructing masonry in foundation and superstructure using PCC blocks of strength not less than 35 kg/cm2
- 7. Transporting and dumping surplus excavated material/dismantled material within a lead of 5kms
- 8. Credit to be offered for taking away old dismantled structural steel.



Name of work: "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

TENDER NO. CE/ /2016

SCHEDULE OF QUANTITIES AND RATES

Item	Description of work	Approx.	Unit of	Rate in	Amount
No.		quantity	quantity in words	fig./words	Rs. Ps.
1	Dismantling of structural steel work consisting of M.S. angles, tees, flats gussets plates etc. up to a height of 10m by cutting to required size including lowering and stacking at site within a lead of 100m. All tools, plant, labour and material leads and lift etc. complete.	200.00	Quintal		
2	Demolishing and clearing away PCC block masonry in C.M. including stacking serviceable material & disposal of unserviceable material at places pointed out upto a lead of 100m. All tools, plant labour & material complete.	36.00	Cubic Metre		
3.	Earth work excavation in hard bmurrum asphalting with earth pocket and boulders including removal of obstructions such as small trees, vegetation etc. refilling the trenches with suitable excavated material, and removal of unsuitable excavated material upto a lead of 50m and a lift of 1.5m All tools	40.00	Cubic Metre		

	plant labour and material etc. complete.			
4.	Soling with hard laterite rubble stone of 20 cm to 30 cm size including hand packing, consolidating etc. All tools, plant, labpour & material etc. complete	8.00	Cubic Metre	
5.	Cement concrete (1:3:6) using 20 mm graded black trap stone metal out of quarried boulders as coarse aggregate including mixing, depositing, consolidating, levelling, curing etc. All tools, plant, labour and material etc. complete.	6.00	Cubic Metre	
6.	Constructing masonry in foundation and plinth using precast cement concrete solid blocks having a crushing strength of not less than 35kg./cm2 (28 days curing) with a mix not leaner than (1:5:10) in cement mortar (1:6) including providing specially moulded blocks at junctions & corners, curing etc. All labour & material, tools, plant, etc. complete.	25.00	Cubic Metre	
7.	Constructing masonry in superstructure using precast cement concrete solid blocks having a crushing strength of not less than 35kg./cm2 (28 days curing) with a mix not leaner than (1:5:10) in cement mortar (1:6) including providing specially moulded blocks at junctions & corners, curing etc. All labour & material, tools, plant, etc. complete.	169.00	Cubic Metre	
8.	Transporting and dumping surplus excavated material/dismantled material in the low lying areas, with in alead of 5kms including loading, unloading, transporting, rough levelling etc. at places as directed			

	by the Chief Engineer or his representative. All labour and material etc. complete.	76.00	Cubic Metre	
9.	Credit to be offered for taking away the dismantled structural steel members such as angles, plates, flats etc. Note: The structural steel has be weighed at the weigh bridge in the presence of departmental representative	200.00	Quintal	

	TOTAL amount	t in figures = Rs
Total amount in		
Words (Rupees		
		only)
It is certified that I/we have the	e unit rates in figures and	words.
Name and Address of the Tend	lerer	
	_	
		SIGNATURE OF TENDERER
Date:		
Place:	_	



Annexure

Form of Performance guarantee / Bank guarantee bond. [Reference para 21.1(1)(V)]

	n consideration of the Board of Trustees of Mormugao Port Trust (hereinafter called
	e Board") having offered to accept the terms and conditions of the proposed agreemen
	veen Board and(hereinafter called "the said contractor(s)" for the said agreement")
	ing agreed to production of an irrevocable Bank Guarantee for
	ractor(s) for compliance of his obligations in accordance with the terms and conditions
	ne said agreement.
	We(hereinafter referred to as the "Bank"
	hereby undertake to (indicate the name of the Bank)
	Pay to the Board an amount not exceeding
	Rsonly)
	on demand by the Board.
2.	Wedo hereby undertake to pay the amounts due
	and payable(indicate the name of the Bank)under this Guarantee without any demur
	merely on a demand from the Board stating the amount claimed is required to mee
	the recoveries due or likely to be due from the said Contractor(s). Any such demand
	made on the Bank shall be conclusive as regards 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
	· · · · · · · · · · · · · · · · · · ·
2	only).
٥.	We, the said Bank, further undertake to pay to the Board any money so demanded
	not withstanding any dispute or disputes raised by the Contractor(s) in any suit of
	proceeding pending before any Court or Tribunal relating thereto, our liability under
	this present being absolute and unequivocal. The payment so made by us under this
	bond shall be a valid discharge of our liability for payment there under, and the
	Contractor(s) shall have no claim against us for making such payment.
4.	We further agree that the
	Guarantee herein contained shall(indicate the name of the Bank) remain in full force
	and effect during the period that would be taken for the performance of the said
	agreement, and 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 claims satisfied or
	discharged, or till the Engineer-in-charge on behalf of the Board, it certifies that the
	terms and conditions of the said agreement have been fully and properly carried ou
	by the said contractor(s), and accordingly discharges this guarantee.

5.	We further agree with the				
	Board that the Board (indicate the name of the Bank) 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 said contractor(s) from time to time or to postpone for any time or				
	from time to time any of the powers excisable by the Board against the said				
	contractor(s), and to forbear or enforce any of the terms and conditions relating to the				
	said agreement and we shall be relieved from our liability by reason of any such				
	variation or 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, but for this provision have effect of so relieving us.				
6.	This Guarantee will not be discharged due to the change in the constitution of the				
	Bank or the contractor(s).				
7.	We lastly undertake not to revoke				
	this Guarantee except with (indicate the name of the Bank) the previous consent of				
	the Board in writing.				
	This Guarantee shall be valid up tounless extended on				
	demand by the Board. Notwithstanding anything mentioned above, our liability				
	against this Guarantee is restricted to				
	Rs(Rupees				
), and unless a claim in writing is lodged with us within six				
	months of the date of expiry or extended date of expiry of this Guarantee all our				
	liabilities under this Guarantee shall stand discharged.				
	Dated theday offor				
	(indicate the name of the Bank)				

(indicate the name of the Bank)



Name of work: "Dismantling of dust suppression screen, repairs to the existing masonry wall and constructing new masonry wall from existing dust suppression screen to toilet at berth no. 11."

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.

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	: