

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

A. 1.	Name and full address of the Contract to whom the Tender Documents are is		
2.	Whether registered with Engineering (Civil) Department, if so, class of registration. :		
3.	If not registered, reference to the letter of the Chief Engineer authorizing issue of the tender Documents. :		
4.	Date of issue of Tender Documents.	:	
	SIGNATU	RE OF AEN(ACCOUNTS)	
B. 1.	Name of work : "Annual Maintenance Cont A.O.Bldg.,MRH-4,MRH-5 a period of two years 2016-18	nd HRD Centre at Headland, for a	
2.	Cost of each set of Tender Documents	: Rs. 2,000/-	
3.	Date and Issue of Tender Documents	: From : 30/04/2016 to 23/06/2016(Extended)	
4.	Date of receipt of tender and time	: 24/06/2016(Extended) At15.00 pm	
5.	Amount of E.M.D.	: Rs. 21,000/-	
6.	Date of opening of tender and time	: On 24/06/2016(Extended) at 15.30 hrs.	
7	a) Whether E.M.D. received	: Yes/No.	
	b) if so, in which shape	: D.D./Cash Receipt	
8.	Form of contract	: Percentage rate	
9.	Whether tender received in duplicate	: Yes/No	
10.	Whether rates have been quoted in bot the tenders in words and figures.	h : Yes/No.	
11.	Total No. of Tenders received for the w	ork:	

Asst. Engineer(Acctts)

SUPDTG. ENGINEER



Tender No.CE/32/2016

Annual Maintenance Contract for Civil Works in Main A.O. Bldg., MRH-4, MRH-5 and HRD Centre at Headland, for a period of two years 2016-18.

GENERAL INDEX

Cover No. I (Technical Bid)

- 1. Tender Notice
- 2. Form of Tender
- 3. Appendix
- 4. Additional Instructions to Tenderer
- 5. Scope of work.
- 6. Form of Bank Guarantee for Security Deposit.
- 7. Vendor registration form

Cover No. II (Price Bid)

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

NOTE:

- 1. Tenders are liable to be rejected if the unit rates are not written both in words and figures in the schedule of quantities and rates.
- 2. Tenders should be sealed in addition to being closed by using gum. Tenders received without being so closed and sealed will not be opened, but will be rejected outright.
- 3. EMD shall be paid in the form of DD or cash and a cash Receipt obtained shall be enclosed along with the tender.
- 4. PRINTED SET: Contains Instructions to Renderers, General and Special (Vol.1) Conditions of Contract, Special Instructions of Contract, General Specifications form an integral part of the tender documents.

CHIEF ENGINEER



Tender No. CE/32/2016

Annual Maintenance Contract for Civil Works in Main A.O.Bldg, MRH-4, MRH-5 and HRD Centre at Headland, for a period of two years 2016-18.

Tender Notice No. CE/N- 37/2016

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

Sr.	Name of work	Cost of tender	Sale of tender
No.		document	documents From / To
		(non-	
		refundable)	
	Estimated cost of work put to	Earnest money	Date of opening of
	tender	deposit	tender
1.	Annual Maintenance Contract for Civil Works in Main A.O. Bldg., MRH-4, MRH-5 and HRD Centre at Headland, for a period of One year 2016-18.	Rs. 2,000/-	30/04/2016 to 23/06/2016 (Extended) upto 3.00 p.m.
	Rs. 13,62,149.50	Rs.21,000 /-	24/06/2016 (Extended) at 3.30 p.m.

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

- 2) Tenders duly superscribed with the name of the work should be submitted in single cover system and sealed with gum and with sealing wax/lac and reach the office of Chief Engineer, Mormugao Port Trust, Headland Sada 403 804, not later than 15.00 hrs on the above mentioned date.
- 3) Tender documents will not be sent by post or courier service.

4) ELIGIBILITY CRITERIA

A) Financial Criteria.

The Bidder's Average Annual financial turnover during the last 3 years, ending 31st March 2015 should be at least Rs. 4,08,645/-

Note: The above information shall be submitted along with documentary proof i.e. Income tax Returns (profit & loss account), registration certificate Audited statement of Accounts duly authenticated by Chartered Accountant.

B) Technical Criteria.

The Bidder must have experience of having successfully completed similar works** during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following:

i. Three similar completed works costing not less than Rs. 5,44,860/-

Or

- ii. Two similar completed works costing not less than Rs. 6,81,075/-
- iii. One similar completed work costing not less than Rs. 10,89,720/-
 - ** Similar work means work carried out for repair works to any type of building works or construction of building of any type. Bidder is required to submit details of performance certificate with the value of works carried out.
- 5) Right to reject any or all tenders without assigning any reasons thereof, are reserved.
- 6) <u>Deviations from the proposed items of work will not be acceptable.</u> <u>Conditional tenders are liable to be rejected.</u>
- 7) Tender documents are available in MPT web site www.mptgoa.com. The bidding party may download the tender documents from the website and pay the cost of the tender documents by Demand Draft or by Cash to A.O. (Cash)/MPT/HL/SADA at the time of submission of bid documents. The Demand Draft / Cash Receipt in original is to be attached to cover of the tender bid.
- 8) 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.
- 9) 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.2,000/- which sum will not be refunded. Additional set can be obtained on payment of Rs.2,000/- (Non- refundable), if desired. The bidding party should pay the cost of the tender document (non-refundable) by Demand Draft in favor 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.

- 10) The Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs.21,000/- (Twenty one thousand only), and E.M.D. should be lodged in the form of Demand Draft drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at Vasco-da-Gama, Goa. 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 in two covers should be put in separate sealed envelopes and all the three envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as "EMD", "Cover No. 1" and "Cover No. 2" 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 as above and in the manner described above shall be treated as invalid and shall not be opened.
 - c. E.M.D. of the Tenderer's excepting first three lowest tenders will be refunded to Contractors. Contractors are requested to contact the AEN/Accts Chief Engineer's Office, Main Administrative Office, Mormugao Port Trust for claiming such refund along with copy of original receipt issued by this office. Other than the lowest tenderer's EMD shall be returned only after receiving the acceptance letter from the lowest bidder.
 - d. Contractors shall 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.

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

- 11) The original tenders to be submitted should be enclosed in as sealed cover and superscribed with Tender No, Name of work and date of opening. The same should be addressed the Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland. Sada, Goa-Pin: 403804.
- 12) Security Deposit & Retention Money: 10% of the value of contract.
 - a) Amount to the extent of 5% of the value of contract to be paid in the form of Demand Draft 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.
- 13) Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of Technical bids.
- 14) 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.
- 15) Time is the essence of contract Liquidated Damages for delay in completion of work shall be recovered at the rate of 0.5 % of the Contract Price per week or part thereof delay subject to a maximum ceiling of 5% of the Contract Price. The contract is liable to be terminated if there is a delay of more than 25% of contracted period of completion.
- 16) The necessary free maintenance period shall be mentioned in each specific work order to a maximum period of 1 (one) year under this contract from the date of completion of each work.

- 17) 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 Supdtg. Engineer /Headland, Tel Nos: 2594605.
- 18) 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.
- 19) The original tenders to be submitted should be enclosed in as sealed cover and superscribed "Annual Maintenance Contract for Civil Works in Main A.O. Bldg., MRH- 4,MRH-5 and HRD Centre at Headland, for a period of One year 2016-18." and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, and Goa-Pin: 403804. Tender to be submitted in the following prescribed covers,
 - a. Cover no. I: All technical papers, experience certificates, Income tax certificates, Income tax returns along with Balance sheets.
 - b .Cover No. II (Price Bid)
- 20) The tenders complete in all respects should be placed in the Tender Box kept inside the cabin of AEN(Accts.), Chief Engineer's Office at Main A.O. Building, 2nd floor, Mormugao Port Trust upto 3.00 pm on due date and opened at 3.30pm on the same date in the presence of such Tenderer's who may wish to be present.
- 21)The Tenderer's should specifically note that their OFFERS SHOULD REACH THIS OFFICE ON OR BEFORE THE DUE DATE AND TIME. OFFERS RECEIVED LATE WILL NOT BE CONSIDERED EVEN THOUGH TENDERS ARE POSTED PRIOR TO THE OPENING DATE.
- 22) The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
- 23) Unsigned tenders will not be considered.
- 24) 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.
- 25) 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.
- 26) 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.

- 27) The quoted rates shall include components of Employee Provident Fund; statutory charges, ESI contribution, TA/DA (declared from time to time by Central/State Governments) to labour and contractor, taxes, duties, royalty OCTROI etc. but exclude applicable Service Tax. The contractor shall submit the proof of contribution towards Provident Fund; statutory charges, ESI contribution, etc. along with bills periodically.
- 28) 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.
- 29) In case the Tenderer desire 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 item of work along with the tender.
- 30) 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.
- 31) Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.

Chief Engineer



Tender No.CE/32/2016

Annual Maintenance Contract for Civil Works in Main A.O.Bldg.,MRH-4,MRH-5 and HRD Centre at Headland, for a period of two years 2016-18.

FORM OF TENDER

The Chief Engineer,				
Mormugao Port Trust.				
I/We	do	hereby	offer	to
execute the work comprised in the annexed Tender Not	ice " Ar	nual Mai	intenar	псе
Contract for Civil Works in Main A.O. Bldg., MRH-4, MF	RH-5 an	d HRD	Centre	at
Headland, for a period of two year 2016-18" in stri	ct acco	rdance	with t	the
instructions to Tenderers, General conditions of Contrac	ct, Spec	ifications	s, Spec	cial
Instructions, etc. at the percentage rate entered in the	he atta	ched Scl	hedule	of
Quantities and Rates.				

- 2. I/We undertake to complete the work included in the Schedule of Quantities and Rates as per the Specific work order within the specified time period and over all the contract period of 24 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 or 180 days from the date of opening of tender. 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.21,000 /- (Rupees twenty one thousand 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 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. We agree that if we failed to submit the security deposit within prescribed time our tender may be cancelled and EMD may be forfeited.

- 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 applicable percentage deduction 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, Income tax or any other taxes applicable.
- 8. As Service Tax Registration is mandatory, we have enclose attested copy of the Service Tax Registration certificate along with the tender. Service Tax will be claimed extra as applicable while submitting the bills.
- 9. 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.
- 10. 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.
- 11. I/We request that early payment of 100% of the amount of interim bills be made from time to time in advance of such bills being audited.
- 12. *(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 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.

	offer.
	Proposed contract is intended to be signed by a duly constituted Attorney and original power of Attorney in his favour will be submitted for perusal immediately on acceptance of the tender.
13.	The contract will be completed under the Company's Common Seal. The Bank's Guarantee referred to in Para No.5 above will be from **
	I/We am/are registered for the purpose of Goa Sales Tax Act and my/our ration Certificate No. is
15.	The name and address of our Banker is **
tende	I/we understand that the Board is not bound to accept the lowest or any ryou may receive and may reject the same (the lowest) or any other tender ut assigning any reason therefore.
the w	"I have read and understood the General Conditions and Specification of york which are printed in Volume –I supplied to me by the Department will form a part of tender and this shall remain binding on me".
18. instru	I /we have enclosed herewith the following documents as required under actions 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)
	SIGNATURE OF TENDERER
NAMI	E AND ADDRESS OF TENDERER:-
Witne	ess:
Date: Witne	Day of 2014 ess:
N.B.:	* Strike out whichever is not applicable. ** Here the Name of the Bank should be stated.

*(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



MORMUGAO PORT TRUST ENGINEERING (CIVIL) DEPARTMENT Tender No.CE/32/2016

Annual Maintenance Contract for Civil Works in Main A.O.Bldg.,MRH-4,MRH-5 and HRD Centre at Headland, for a <u>period of two year 2016-18.</u>

APPENDIX

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

CONDITIONS OF CONTRACT

	Particulars		Clause of G.C.
1	Amount of initial security and time	11(1)	Five percent of the contract price and period 30 months.
	Period for commencement from the Chief Engineer's orders to commence.	38	As specified in the Specific Work Orders.
3	Contract Period	40	24(twenty four) 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)	As specified in each Specific Work Order.
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 price.
9	Minimum amount of interim certificate .	54(1)	Total value of specific work order or as specified in the specific work order .
10	Time within which payment to be made after contractor's submission of the bill.	54(4)	100% within 30 days from date of receipt of bill subject to bill submitted on basis of joint measurements.

11 Mobilisation Advance	69	Not Applicable to this contract.
12 Interest rate of mobilisation advance	69	Not Applicable to this contract.
13 Mode of recovery of mobilisation advance	69	Not Applicable to this contract.
14 Variation in price of labour and materials	70	Not Applicable to this contract.
15 Arbitration clause of General conditions.	66	Not Applicable to this contract.
16 Minimum amount of third party insurance.	Clause No.13 to 16 of Special Instructions from Volume-I	5% of contract
Dated this da	ay of	2014
Signature	in the ca	apacity of
duly auth	orised to sign te	nder for and
on behalf of		
(IN BLOO	CK LETTERS)	
AD	DRESS :	
Witness:		
Occupation:		



Tender No.CE/32/2016

Annual Maintenance Contract for Civil Works in Main A.O. Bldg., MRH-4, MRH-5 and HRD Centre at Headland, for a period of two years 2016-18.

ADDITIONAL INSTRUCTIONS TO TENDERER

- 1. The specific works will be awarded as and when the need arises by a specific work order issued by the Chief Engineer or his representative not below the rank of Executive Engineer. AXEN/AC also can also issue site note to take up the works list and same will be regularized for which contractor has to take a note and complete the works as instructed.
- 2. Contractor shall give their mobile number or any contact phone number for contacting on urgent basis to take up the works.
- 3. The work shall be started within the period stated in the specific work order from the receipt of the specific work order from the department.
- 4. The work shall be carried out in such a way that there are no obstructions to the normal working of the Port or the work of any other contractor working in the Port area and also without inconvenience to the occupants of the Port premises.
- 5. 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.
- 6. Contractor shall provide all necessary tools and plants and protective devices etc. to the workmen as required.
- 7. The contractor at his own cost shall hand over the retrieved materials obtained after dismantling to the store/dept or any other places as instructed/directed.
- 8. The contractor has to clear/clean at the end of the day all the premises like floors, ceiling, doors, windows, furniture etc. after the work or repair work is completed.
- 9. 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.

- 10. 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.
- 11. Storage arrangements for all materials shall be made by the contractor at his own cost.
- 12. Subject to availability water will be supplied at one point as per site condition free of cost. Contractor has to make his own arrangement for conveying and storing wherever required.
- 13. Prior approval of the Chief Engineer or his representative shall be obtained of materials for replacement such as door shutter/frame, window shutters/frame, roofing materials, sanitary fittings and any fittings for doors, windows, sanitary/water supply etc. shall be obtained before fixing/fitting.
- 14(a). Without limiting his obligation and responsibilities under Clause 21 of G.C.C.(Vol.I), the contractor shall insure, at his cost, in the joint names of the Board and the contractor against all loss or damage from whatever cause arising (other than the expected 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, Constructional Plant and other things brought on to the site by the contractor to the full value of such materials, Constructional Plant and other things.
- 14(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 or insurance and the receipts for the payment of the current premia provided always 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.

- 15(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.), 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).
 - (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 on the Chief Engineer's representative, the policy or policies of insurance and the receipts for payment of the current premia.
- 16. 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.
- 17. 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.
- 18. The contractor has to maintain registers/forms as required during progress of works.
- 19. 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 alongwith the bills.
- 20. 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.

- 21. The contractor or his Engineer/Supervisor has to report daily to AEN(AO) Office regarding ongoing works and to take necessary instructions of the day to day works.
- 22. 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.
- 23. 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,

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 Removal of condemned and rejected material from the site, and/or Pulling down and rebuilding of condemned and rejected works, and/or The provision of proper facilities to the Chief Engineer or his representative for inspecting the works, and/or 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 contract under these 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.

24. 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 complexity of the work. Payment will be made according to the actual quantities of work ordered and carried out, jointly measured by the representative of Chief engineer and the Contractor.

25. Rates and Prices to be inclusive:

The rates entered in the schedule of quantities by the contractor shall include the provision of all supporting special equipment, labour of required skill, supervision, materials, erection, overheads and profits, watch and ward, insurance charges during execution and every incidental and contingent costs and charges during execution, whatsoever, including sales tax on work contracts, if any, for compliance with conditions of contract and specifications.

- 26. It shall be noted that the quantities of tender items of work mentioned in the schedule may exceed more than 10% and the rate quoted by the contractor shall hold good for the entire contract period.
- 27. The materials like cement, steel other than specified, water, electric power have to be arranged by the contractor at his own cost.
- 28. 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 forms an integral part of the tender document and the same shall be submitted alongwith the Volume-I of the tender documents all duly signed by the tenderer.

Chief Engineer



Tender No. CE/32/2016

Annual Maintenance Contract for Civil Works in Main A.O. Bldg., MRH-4, MRH-5 and HRD Centre at Headland, for a period of two years 2016-18.

SCOPE OF WORK

- 1. Dismantling of doors windows etc.
- 2. Transporting of excavated material etc.
- 3. PCC, RCC works and providing and placing RCC precast slabs
- 4. Masonry, plastering with cement mortar
- 5. Reinforcement & structural steel work.
- 6. Flooring with ceramic tiles, shahabad, concrete paver blocks, cement concrete, etc.
- 7. Supplying and fixing FRP door shutters, etc.
- 8. Supplying and fixing translucent fibre glass sheet ridges, etc
- 9. Providing and fixing sanitary fixtures such as IWC, EWC (Orissa Pan), urinals, wash basins etc.
- 10. Supplying and fixing drainage items such as nahni traps, pvc pipes, etc.
- 11. Supplying and fixing curtain rings, curtain rods, drawer locks, wooden table drawers etc.
- 12. Dismantling old partitions & Providing and fixing aluminium half/full partition, etc.
- 13. Providing & fixing powder coated single door shutter
- 14. Repairs to aluminium doors, windows, ventilators, etc.
- 15. Providing fixtures for doors, windows, etc.
- 16. Joinery such as door shutters, glass, ventilators, fixtures, etc.
- 17. Supply of skilled and unskilled labours along with necessary tools.
- 18. Contractor has to arrange all leads, lifts & scaffolding wherever required and the price quoted should be inclusive for the same.



FORM OR BANK GUARANTEE FOR SECURITY DEPOSIT

Form of Performance guarantee / Bank guarantee bond.

In consideration of the Board of Trustees of Mormugao Port Trust (hereinafter

called "The Board") having offered to accept the terms and conditions of the
proposed agreement between Board and(hereinafter called "the said
contractor(s)" for the work(hereinafter called
"the said agreement") having agreed to production of an irrevocable Bank
Guarantee for Rs(Rupeesonly) as a
security/guarantee from the contractor(s) for compliance of his obligations in
accordance with the terms and conditions in the said agreement.
1. We(hereinafter referred to as
the "Bank") hereby undertake to (indicate the name of the Bank)
Pay to the Board an amount not exceeding
Rs(Rupeesonly)
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 meet 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
only).
3. 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 or 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
5.	We
٠.	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.	Welastly undertake not
	to revoke this Guarantee except with (indicate the name of the Bank) the
0	previous consent of the Board in writing.
8.	This Guarantee shall be valid up to
	on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to
	Rs(Rupees(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.

1.	VENDOR REGISTRATION FORM 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	:

Employee Provident Fund (EPF) Registration

Employee State Insurance Scheme (ESIS) Registration Number

16.

17.

18.

Number

IFSC Code