

MORMUGAO PORT TRUST ENGINEERING (CIVIL) DEPARTMENT TENDER NO. CE/09/2019

FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

A.	Name and full address of the	
1.	Contractor	
	to whom the Tender Documents are	
	issued.	
2.	Whether registered with Engineering	
	(Civil)	
	Department, if so, class of registration.	
3.	If not registered, reference to the letter	
	of the Chief Engineer authorizing issue	
	of the tender Documents.	
4.	Date of issue of Tender Documents	

AXEN (Accounts)

$\rm B.1.$ Name of Work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20."

2.	Cost of each set of Tender Documents	Rs. 500.00
3.	Date and Issue of Tender Documents	From: 01/04/2019 To
		15/04/2019 upto 15.00 hrs.
4.	Date of receipt of tender and time	15/04/2019 at 15.00 hrs.
5.	Amount of E.M.D.	Rs. 19350/-
6.	Date of opening of tender and time	On 15/04/2019 at 15.30 p.m.
7.	a) Whether E.M.D. received	Yes/No.
	b) if so, in which shape	D.D./Cash Receipt
8.	Form of contract	Item rate
9.	Whether tender received in duplicate	Yes/No
10.	Whether rates have been quoted in	Yes/No
	both the tenders in words and figures.	
11.	Total No. of Tenders received for the	
	work	

AEN (Accounts)

EXECUTIVE ENGINEER (HR)



TENDER NO: CE/09/2019

Name of Work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20."

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



TENDER NO: CE/09/2019

Name of Work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20."

Sealed percentage 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 fulfilling the Criteria and the conditions given below.

Sr.	Tender No.	Name of work	Cost of tender	Sale of
No			document (non-	tender
			refundable)	documents
			·	From/To
	Class of	Estimated cost of work	Earnest Money	Date of
	Contractor	put to tender	Deposit	opening
	eligible of			of tender
	tender			
1.	CE/08/2019	Name of Work:	Rs. 500 /-	01.04 .2019
		"Annual		to
	Class 'D' &	Maintenance		15.04.2019
	above.	contract(General) for		upto 15.00hrs
		Harbour section of		
		Civil Engineering		
		Department for		
		2019-20."		
			D 10050/	15 04 0010
		Rs. 965688.40	Rs.19350/-	15.04.2019
				at 15.30 hrs

N.B:

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

2) Tenders duly 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 14.30 hrs. on day of 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.

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Date:



TENDER NO: CE/09/2019

Name of Work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20." 1. TENDER NOTICE

- 1. Sealed percentage rate tenders in **single Cover** System are invited by open advertisement on behalf of Mormugao Port Trust from Contractors registered /Un registered with Engineering Civil Department (MPT), PWD / CPWD, Railways / Port Trusts /Central / State Governments, GSIDC etc., for the work of "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20." The approximate cost of the work is **Rs.965688.40.** Un- registered contractors also can apply for tender subject to fulfilling the condition 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. 500/-** which sum will not be refunded. Additional set can be obtained on payment of **Rs. 500/-** (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.
- 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.** 19350/- (Rupees Nineteen Thousand Three Hundred fifty only), and E.M.D. should be lodged in the form of Demand Draft drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at Vasco-da-Gama, Goa or by Cash and a cash receipt obtained from A.O. (Cash), is required to be enclosed along with the Tender in originals. In any

case, E.M.D. in the form of Cash/ Cheque along with tender will not be accepted.

- a. The E.M.D. and the Tender documents in single cover should be put in separate sealed envelopes and both the envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as "EMD & tender document. The outer envelope shall bear the identifications like (i) Tender No: (ii) Description of work (iii) Bidders name and Address and (iv) Due date and time of bid opening. If the envelopes are not sealed properly, Mormugao Port Trust will assume no responsibility for the misplacement or premature opening of the bids submitted.
- b. Bids if not accompanied by the requisite E.M.D. as indicated above shall be treated as invalid and shall not be opened.
- c. The EMD of the any two among the first three lowest tenderers will be refunded to them only after acceptance of Work Order by successful tenderer. E.M.D. of successful contractor will be retained towards Initial Security Deposit. Other Contractors are requested to contact AXEN (Accounts), Chief Engineer's Office, Main Administrative Office, and Mormugao Port Trust for claiming such refund of EMD along with copy of original receipt issued by this office.
- 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.
 - f. EPF No.
 - g. ESI No.

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

- **5. Security Deposit**: EMD deposited along with the tender will be converted as Security deposit
- **6. Retention money:** Retention money shall be deducted from reach running account bill at 10 % of gross value of work done to the limits of 10 % of contract value.
- **7. Refund of Security deposit and Retention money:** S.D and Retention money shall be refunded only after successful completion of defect liabilities period (Free Maintenance period) if applicable.

- 8. The Subject contract period is **12 (Twelve) months** from the date of receipt of pre-acceptance letter/specific work order or release of site whichever is later.
- 9. 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.
- 10. 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 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.
- 11. The maintenance period will be as per specific work orders issued for each specific works under this contract.
- 12. 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: 2594674.**
- 13. 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.
- 14. The original tenders to be submitted should be enclosed in a sealed Cover and superscripted: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20" and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, Goa Pin 403804.
- 15. The tenders complete in all respects should be placed in the Tender Box kept inside the cabin of **AEN(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.
- 16. The Tenderer's should specifically note that their 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 if posted in Post office before due date.

- 17. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
- 18: Tenders submitted will remain open for acceptance for a period of 120 days from the date of opening of tenders
- 19. 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.
- 20. GST registration for the bidder is mandatory. Bidder has to Enclose attested copy of GST Registration along with the Tender. GST has to be claimed extra as applicable while Submitting thebill/bills.
- 21. 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.
- 22. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
- 23. The original tenders to be submitted should be enclosed in as sealed cover and super scribed "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20." and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, Goa-Pin: 403804.
- 24 .The Chief Engineer and or Board of Trustees reserves the right to reject an or all tenders received without assigning ant reasons therefore.
- 25. Income Tax . as applicable from time to time shall be deducted from the amount payable to the Contractor at source. Under no circumstances tax so deducted shall be reimbursed to the contractor.
- 26. The Tenderer should strictly note that they shall be not allowed to fill in the tender or seal the tender in Mormugao Port Trust premises.
- 27. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
- 28.GST registration for the bidder is mandatory. Bidder has to enclose attested copy of GST Registration along with the tender. GST has to be claimed extra as applicable while submitting the bill/bills.



APPENDIX - I

Tender no. CE/09/2019

Name of Work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20."

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

S.N.	Particulars	Clause	Details
	2 32 32 32 3	of G. C.	_ 5 333_5
1.	Amount of Security Deposit and		EMD to be converted to
	time		S.D.
2.	Period for commencement from		3 days
	the		
	Chief Engineer's orders to		
	commence.		
3.	Contract period		12 (Twelve) months
			excluding Monsoon.
4.	Amount of liquidated damages.		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.	Period of maintenance.		12 (Twelve)Months
6.	Percentage of retention from each		10%. For each running
	running account bill		bill.
7.	Limit of Retention Money		10% value of the contract.
8.	Total 1 Security Deposit and		EMD Plus 10% value of
	Retention Money.		the contract recovered
			from the running bills.
9.	Minimum amount of interim		As per Specific Work
	Certificate.		Order
10.	Time within which payment to be	54(1)	100% payment within 20
	made after contractor's		days of recording
	submission of the bill.		measurements and
			submission of bill in

		I	1 1 1 2
			quadruplicate after
			obtaining signature of
			JE/EA and AEN/AXEN
			concerned (2 copies to
			Head Office) with all
			supporting documents.
11.	Mobilization advance	69	Not applicable to this
			contract.
12.	Interest rate on Mobilization	69	Not applicable to this
	advance		contract.
13.	Mode of recovery of Mobilization	69	Not applicable to this
	advance		contract
14.	Variation in price of labour and	70	Not applicable to this
	materials		contract
15.	Arbitration	66	Not applicable to this
			contract
16.	Minimum amount of third party	Clause	Not applicable to this
	insurance	No. 6 to	contract
		9 of	
		Addl.	
		General	
		Conditi-	
		ons of	
		Contra-	
		ct	

Dated this	day of		2019.
Signature	in the capacity of		
	duly	authorized to	sign tender for
and on behalf of			
(IN BLOCK LETTERS)			
Tenderer Name and Address:			
Witness:			
Occupation:			



TENDER NO: CE/09/2019

Name of Work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20."

FORM OF TENDER

The Chief Engineer,	
Mormugao Port Trust.	
Headland, Sada, Goa	
I/We_	, do hereby :
"Annual Maintenance contract(General)	for Harbour section of Civil
Engineering Department for 2019-20."	in strict accordance with the
Instructions to Tenderers, General Condi	tions of Contract, Specifications
etc. at the Percentage Rate entered in the	attached Schedule of Quantities and
Rates.	

- 2. I/We undertake to complete the work included in the Schedule of Quantities & Rates within **12(Twelve) months including monsoon** from the date of issue of specific work order/ site order 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.19350/-(Rupees Nineteen Thousand Three Hundred fifty 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 Security Deposit
- 6.I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 10% 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 10% of the contract price is accumulated.
- 7. I/we agree to abide by this tender to be valid for the period of 120 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 all major partners are given below:

<u>Name</u>	<u>Age</u>
1	years
2	years
3	years
4	years

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

Name Addre	ture : ess : Tel. No.:	Name : Address :	Tel.	
Signa Name	ture :e: ess : Tel. No.:	Signature : Name : Address :	Tel.	
Signa Name	ess:	Signature : Name : Address :		
Signa Name	e:	Signature :		
Signa	ture :	Signature :		
14.	The name and address of our	Banker is **		
work \	"I have read and understood to which are printed in Volume –I sup f tender and this shall remain bindi	plied to me by the Do	-	
12. regist	I/We am/are registered for the ration Certificate No. is		ales Tax Act ar	nd my/our
11.	The Bank's Guarantee reference **	red to in Para No	o.5 above will	l be from
	The contract will be completed	l under the Compa	ny's Common S	Seal.
	Proposed contract is intended and original power of Attorney immediately on acceptance of	in his favour will		



TENDER NO: CE/09/2019

- Name of Work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20."

ADDITIONAL INSTRUCTIONS TO TENDERERS

The instructions to be 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 in corporate 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.

Sealed tenders are invited on percentage rate basis for work described in the Tender Notice referred to herein before. In the percentage rate quoted by the Tenderers shall be inclusive of all type of taxes as applicable., Income Tax, workers safety devices etc. and all other incidental charges that the tenderer may have to bear for the execution on the works but excluding GST. GST shall be paid as per applicable rates along with the all bills for payment.

1. 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 120 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.

- 2. Tenderers 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.
- 3. 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 reasons will be assigned for the rejection of any tender.
- 4. Tenderers are strongly advised to inspect the site so that they are fully aware of the nature of scope of the works to be carried out before Tendering for the same.
- 5. Premium of various insurance policies required to be taken out by the contractor as per the provisions of the contract will not be reimbursed to the contractor.
- 6. Cost of testing of materials will be borne by the Contractor.
- 7. Tenderers should note the arrangements described in the tender document for prompt payments of bills.
- 8. Further particulars can be obtained on application to the office of the Chief Engineer, Mormugao Port Trust A.O. Building, Headland, Sada, during the office hours.
- 9. 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 reasons will be assigned for the rejection of any tender.
- 10. Tenders submitted will remain open for acceptance for a period of **120** Days from the date of opening of tenders.
- 11.Contract period for the subject work is **12(Twelve) months including monsoon** from the date of receipt of purchase order or release of site for the first order whichever is later.

- 12. Counter conditions stipulated in completion period by Contractor will not be considered. Tenders with counter condition are likely to be rejected summarily without assigning any reason thereof.
- 13. Time is the essence of the contract and work has to be completed within the stipulated period as specified in each specific Work Orders.
- 14. The tenderers are strongly advised to inspect the site of work and acquaint themselves with site conditions, nature and quantum of work involved etc. before tendering. Such an inspection can be arranged in consultation with the Executive Engineer HR, Tel. No. 2594674.
- 15. 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.
- 16. Maintenance period will be as per specific work orders issued for each specific works under this contract.
- 17. The Contractor should comply with the provision of the Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.and EPF & ESI relevant Act.
- 18. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
- 19. 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 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.
- 20. GST registration is mandatory GST as applicable shall be Paid extra with running bills against the submission of Tax Invoice.



TENDER NO: CE/09/2019

Name of Work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20."

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

- **1.** The quantities mentioned in the Schedule of Quantities and Rates are only approximate and the Board is liable to pay for only such quantities of work as are actually executed.
- **2.** The percentage rate quoted by the contractor shall be inclusive of all type of taxes as applicable and I. tax but excluding GSTall other incidental charges that the tenderer may have to bear for the execution of the works.

GST Registration for the bidder is mandatory. Bidder has to enclose attested copy of the GST Registration Certificate along with the tender. GST has to be claimed extra as applicable while submitting the bills.

- 3. WATER & ELECTRIC SUPPLY: Water and electricity will supplied by department subject to availability from the nearest available point at prevailing MPT rates. If the same is not available the Contractor has to make his own arrangement at his own cost.
- **4**. The Tenderer's supervisory staff shall be fully experienced and all safety precautions should be taken and the work will be carried out under their supervision.
- **5.** The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.
- **6**.(a)Without limiting his obligation and responsibilities under Clause 21 of G.C.C. (Vol. I) The contractor shall insure, at his cost, in the joint names of the Board and the Contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Board and contractor are

covered during the period of contract 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.
- 6.(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.
- 7.(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).
- 7.(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.
- 8. 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.

- 9. 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 money due or which may become due to the contractor or recover the same as a debt due from the contractor.
- 10. The successful tenderer will have to submit within fortnight after receipt of the acceptance Letter a phased programme of execution of different items of work.
- 11. 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, (In the period booklet) in volume I of the tender documents will be given to the contractor and the cost of overtime if any, will be borne by the contractor.

12. **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.

13. 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.

14.**FOOTWARE, GLOVES ETC:**

In partial modification of clause no.31 of the General Conditions, the contractor shall at his own expenses provide safety footwear, safety helmets, safety goggles, dust proof musk's ,gloves safety belts, ladders, etc., for all his labours/employees. to the satisfaction of the Chief Engineer or his Assistant.

15.ACCIDENTS:

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

- 16. The contractor and his workers/agent shall be required to obtain from MPT and display a Photo Identity Card during entry, stay and exit from the Port security areas guarded by CISF personnel.
- 17.All applications for issuance of Photo Identity Card shall be routed through the Chief Engineer, who shall forward the same to the Port's Traffic Department, whose pass section will issue the Photo Identity Card to the contractor or his agent free or on payment of necessary fees as applicable 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.
- 18. 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 by them within a period of fourteen days after completion of the work and arrange for site clearance to the satisfaction of the Chief Engineer.
- 19.**Lease rent** shall be charged to the contractors for the area allotted for construction of their temporary shed for site office/ store/ labour hutment's required in the contract works. Rate will be charged as per scale of rates prevailing during period of the contract.
- 20. No temporary structures/sheds, which are constructed to house the contractor's office/store/labour hutments, shall be permitted to be retained during the period of maintenance.

- 21. If for any reason the entire site cannot be handed over to the contractors, the Contractor shall immediately commence the work in the portion of the site released. If in the opinion of the Chief Engineer, contractor's work is held up or totally stopped due to non- availability of the remaining site, the Chief Engineer may extend the time for completion of the work by treating non- working period for such days as he shall consider immediately on being informed that the remaining site is available for the work. However no idle time charges for idling of machinery and men will be considered.
- 22. 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.
- 23. The operation of the Port should not be stalled due to this tender work.
- 24. The contractor should study the nature of the tender work and accordingly adopt a suitable methodology for executing the work. The methodology to be adopted should be communicated to the Chief Engineer/ Executive Engineer in writing and upon approval of the same proceed to execute the work. The rates quoted in the tender should be inclusive of all the temporary works required for executing the work. Due care should be taken to maintain proper and good quality of work.
- 25. In case of excess under any item, the contractor should bring it to the notice of the concerned Engineer in charge well in time to enable him to obtain necessary sanction.
- 26. 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 items 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 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,
 - 8. Has caused delay/stoppage in the Port's activities due to unplanned approach to work.

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

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

In such cases, additional expenditure incurred, if any, by the Trustees over and above that which would have been incurred by them had above works been carried out by the contractors under the terms of this contract shall be paid by the contractor to the Mormugao Port Trust. The Trustees reserves their right to recover their additional expenditure from the moneys payable to the contractor or from deposits or such amounts that may have been lodged by the contractor with the Mormugao Port Trust. 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.

27. 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. Payments 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. Quantity will be measured as per stack measurement.

28. Rates and Prices to be inclusive.

The item rate entered in the Schedule of Quantities by the contractor shall include the provision of all supporting special equipment, designed scaffolding, labour of required skill, supervision, materials, erection, overheads and profits, watch and ward, insurance charges, during execution and every incidental and contingent costs and charges, whatsoever, including sales tax on works contracts, etc. if any, for compliance with conditions of contract and specification.

- 29. The Tenderers are required to fill the Schedule of Quantities and Rates as stated in Directions to Tenderers for filling in the Schedule of Quantities and Rates.
- 30. **FREE MAINTENANCE PERIOD**: Maintenance period will be as per specific work orders issued for each specific works under this contract

31. **MODE OF PAYMENT:**

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

- (i) Minimum amount of Interim Certificate shall be as per Specific work
- (ii) Orders.
- (ii) 100% within 20 working days of submission bill in quadruplicate with MPT Engineers certification.
- (iii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealing with the Mormugao Port trust.
- (iv) **Retention Money** will be recovered through the bills at the rate of **10**% of the amount certified in each bill, till an amount equivalent of 10% 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 interim measured bills and final bill only after the measurements are checked by the concerned Assistant Engineer and after the final corrected quantities to be billed are given by him.

32. 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.

- 33. The contractor shall have ESI & EPF Registration No. of the firm and shall contribute towards Employees Provident Fund (EPF) and submit the copy of the same along with the details in the prescribed format while submitting bills.
- 34. **Labour deployment:** Tenderer shall deploy required labour as per requirement and obtain necessary labour license.
- 35. The following registers/forms shall be maintained by the contractor:
 - 1) Muster Roll in Form XVI.
 - 2) Register of wages in Form XVII.
 - 3) Register of overtime in Form XXIII
 - 4) Register of fines in form XXI
 - 5) Register of advances in form XXIII
 - 6) Register of persons employed in form XIII
 - 7) Material Register (stating total received, daily consumption & balance.
 - 8) Test report register
 - 9) Hindrance register
 - 10)Site instruction book.
 - 11)Joint measurement/record register
 - 12)Any other register required by the Chief Engineer or his representative. The contractor shall keep all registers in safe custody.



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.

	<u>ORGANISATION</u>	<u>CHART</u>	
Designation of		Name and short	resume
Key Personnel		of experier	nce.
	LABOUR FO	RCE	
Estimated peak force			
Estimated average force			
			_
	SIGNAT	TURE OF TENDERER	
	_		
Date :			



MORMUGAO PORT TRUST ENGINEERING (CIVIL) DEPARTMENT TENDER NO: CE/09/2019

Name of work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20."

SCOPE OF WORK

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

- 1. Supply of labours(male) fit to carry out tasks allocated by the department.
- 2. Supply of skilled labours such as mason, carpenter, Aluminium fitter etc.
- **3**. Providing and fixing FRP door single shutter.
- 4. Supplying and fixing anodized aluminium fixtures.
- 5. Dismantling and clearing away corrugated A.C. sheets in roofing.
- **6**. Fixing of A.C. sheets supplied by the department.
- 7. Supplying and fixing A.C. plain adjustable ridges.
- **8.** Transporting and dumping surplus excavated material/dismantled material.
- 9. R.C.C(1:1:2) using 20mm graded trap stone metal in precast slabs.
- 10. Fixing reinforcement with Tor steel/mild steel confirming to IS: 1786.
- 11. Providing and laying plain cement concrete(1:2:4).
- 12. Providing RMC (1:11/2:3) with 20mm graded metal aggregate.
- 13. Supplying and erecting in position structural steel work in single section(light sections up to 34 kg/M).
- 14. Supplying & fixing corrugated galvanized powder coated sheets.
- 15. Hire of vehicle of 4 cu.m/6 cu.m with driver.



TENDER NO: CE/09/2019

Name of Work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20."

DIRECTIONS TO TENDERERS FOR FILLING IN THE SCHEDULE OF QUANTITIES & RATES

- 1. Tenderers are required to fill the Percentage (above /below) and the total amount at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered.
- 2. The Percentage(above/below) 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 and rate of each item of work mentioned in the Schedule should be noted and the percentage(above/below) worked out carefully, having regard to the specifications before submitting the tender, as no variation in percentage/rate, etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted.
- 4. The percentage 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.



Tender No:- CE/09/2019

Name of Work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20." SCHEDULE OF QUANTITIES & RATES

Ite m no.	ITEM	Appx. QTY	UNIT	RATE Inclusive of ST > Rs.(in figures and words)	AMOUNT (in figures)
1	Supplying of Male Khalasees fit to	3	4 Number	5 630.00	6 441000.00
1	carryout /undertake any given tasks such as to assist Mason, Carpenter, Fitter, cleaning, weeding, loading, unloading, transporting, as directed by the department including cost of tools/equipments, as required for the work as per the departmental working timing etc. complete.(the given qty. may exceed up to 100%)		rumser	000.00	111000.00
2.	Supply of skilled labours such as Mason, plumber, carpenter, Aluminium fitter along with necessary tools/equipments, as required for the work as per the departmental working timing etc. complete	50	Number	840.00	42000.00

3.	Providing & fixing FRP door single shutter including frame of standard size, of approved brand/make shade including fixing with 3 nos. of s.s. hinges of appropriate size necessary screws etc. All labour & material, tools & plant etc. complete	10.00	Square Metre	3890.00	38900.00
4	Supplying & fixing the following Anodised aluminium fittings/fixtures to doors & windows etc. including necessary screws, washers etc of approved brand/make. All labour & material, tools and plant complete.				
	a. Tower bolt 15 cm long	5	Number	111.48	557.40
	b. Aldrop straight pan 20cm long	5	Number	296.63	1483.15
	c. Door latch 20cm long	5	Number	150.31	751.55
	d. Floor door stopper with rubber bush	5	Number	121.43	607.15
5	Dismantling & clearing away corrugated A.C. sheets in roof including ridges, hips, gutters etc. & stacking the serviceable material & disposal of unserviceable material at places pointed out within a lead of 100m including all labour & material, tools & plant etc. complete.	15.00	Square Metre	129.00	1935.00
6	Fixing asbestos cement corrugated sheets supplied by the department in roofing of structures up to a height of 5 M, in Harbour area including cutting/mitering, drilling holes, fixing with necessary G.I. bolts/L hooks nuts G.I and bitumen washers etc. All labour & material, tools & plant, transportation etc. complete.	15.00	Square Metre	185.85	2787.75
7	Supplying & fixing A.C. plain adjustable ridges for the structures up to a height of 5 M in Harbour area including drilling holes, necessary G.I. bolts, nuts, G.I. and bitumen washers etc. All labour and material, tools &	5.00	Metre	82.62	413.10

	plant etc. complete.				
8	Transporting and dumping surplus excavated material/dismantled materials in the low lying areas, within a lead of 50 Kms, including loading, unloading, transporting, rough levelling etc. at places as directed by the Chief Engineer or his representative. All labour, tools and plant etc. complete.	75.00	Cubic Metre	246.75	18506.25
9	R.C.C. (1:1:2) mix using 20mm graded trap stone metal in precast slabs 20cm &10cm thick including shuttering work, mixing and placing concrete, levelling, consolidating, curing, finishing with cement mortar (1:3) 6mm thick placing and fixing in position with cement mortar etc. but excluding the cost of steel reinforcement. All labour and material, tools & plant etc. complete.	5.00	Cubic metre	11910.96	59554.80
10	Fixing reinforcement with Tor steel/mild steel TMT conforming to IS:1786 or equivalent including cost of cutting, bending, tying grills, placing in position as per detailed drawing or as directed, holding in position during concreting etc. complete. including the cost of annealed steel binding wire1.6mm dia. for tying grills etc All labour & material, tools & plant etc. complete.	2.50	Quintal	7212.67	18031.67
11	Providing and laying plain cement concrete (1:2:4) using 20 mm graded black trap stone metal out of quarried boulders as coarse aggregate including mixing, depositing, consolidating, levelling, curing etc. all labour and material, tools & plant etc. complete.	2.00	Cubic Metre	6320.79	12641.58
12	Providing RMC (1:1½:3) mix using 20mm graded black trap stone metal out of quarried boulders, as coarse aggregate including mixing, depositing, consolidating, levelling,	25.00	Cubic Metre	7008.60	175215.00

	curing etc. All labour & material, tools				
	& plant etc. complete				
13	Supplying & erecting in position	8.00	Quintal	8213.00	65704.00
	structural steel work in single section				
	(light sections up to 34 kg./m)				
	including. Cutting, hoisting, fixing in				
	position and cleaning the surface,				
	painting two coats of approved quality				
	synthetic enamel paint of approved				
	colour/ shade over a coat of red oxide				
	zinc chromite primer etc. All labour &				
	material, tools & plant etc. complete.				
14	Supplying and fixing corrugated	50.00	Square	662.00	33100.00
	galvanized powder coated sheets of		Metre		
	Jindal make 0.45mm thick in roofing				
	including cutting/mitering, drilling				
	holes, fixing with necessary G.I. bolts,				
	nut, G.I. and bitumen washers etc. All				
	labour and material, tools & plant etc.				
	complete.				
15	Providing vehicle of 6 cu. m on hire	10	Number	5250.00	52500.00
	including cost of fuel, driver for 8				
	hours whenever required by the				
	department.				

Total = Rs. 965688.40

B. ADD :	%(In figure)
) in	words
Over the above amount at "A" i.e	e. Rs
	OR
C.DEDUCT :%	o(In figure)
(
) in words
UT EITHER 'ADD' OR'DEDUCT' A	AS THE CASE MAY BE.

TOTAL TENDER AMOUNT.

Rs. (in figure)	
Rupees (in words)	
(
)
Date:	
NOTES:	
 Quantities given above tenderers. 	are approximate and are furnished for the guidance of the
2. The tenderers are stron	ngly advised in their own interest to inspect the site
	supplied to contractor by this Port and contractor will have gement for procurement of all material, tools etc., required actor will include.
	ake approval for all working drawings needed for execution work before commencement of item of work.
Witness's	Tenderers:
Signature:	Signature:
Name:	Name:
Address:	Address:

Tel. No	Tel.No	
place:		



Name of work: "Annual Maintenance contract(General) for Harbour section of Civil Engineering Department for 2019-20."

DECLARATION

I hereby declare, that I have r	ead and underst	tood the Genera	al conditions and
Specifications of the work wh	ich are printed	in Vol-I, suppli	ed to me be the
department which will form a	part of tender a	nd shall remair	n binding on me
-			_

Signature of Tenderer.