

MORMUGAO PORT TRUST ENGINEERING (CIVIL) DEPARTMENT TENDER NO. CE/69/2017

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)

B.1. Name of Work: "Maintenance Painting (external) of GCB building."

2.	Cost of each set of Tender Documents	Rs. 500.00
3.	Date and Issue of Tender Documents	From:21 /06/2017 To
		04/07/2017 upto 15.00 hrs.
4.	Date of receipt of tender and time	05/07/2017 at 15.00 hrs.
5.	Amount of E.M.D.	Rs. 14000/-
6.	Date of opening of tender and time	On 05/07/2017 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	Percentage 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	

AXEN (Accounts) EXECUTIVE ENGINEER (HR)



TENDER NO: CE/69/2017

Name of Work: "Maintenance Painting (external) of GCB building."

GENERAL INDEX

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- 2. Appendix I
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- 4. Additional Instructions to Tenderers
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- 8. Estate Rental charges
- 9.List of structures to be cleaned(Annexure I)
- 10. Directions to tenderers for filling in the Schedule of quantities & rates.
 - 11. Schedule of quantities & rates
 - 12. Form of Bank Guarantee for Security Deposit.
 - 13. Declaration
 - 14. Vendor Registration Form
 - 15.A printed set (Tender documents Vol.I) containing Instructions to Tenderers, General and Special conditions of contract, Special instructions of contract, General specifications forms an integral part of the tender documents

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



TENDER NO: CE/69/2017 TENDER NOTICE NO. CE/N-61/2017

Name of Work: "Maintenance Painting (external) of GCB building."

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/69/2017	Name of Work:	Rs. 500 /-	21.06.2017
		"Maintenance		to
	Class 'D' &	Painting (external) of		04.07.2017
	above.	GCB building."		upto 15.00hrs
		Rs. 695373/-	Rs.14000/-	05.07.2017
				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 the opening of the tender.
- 3) Tender documents will not be sent by post or courier service.
- 4) Right to reject any or all tenders without assigning any reasons thereof, are reserved.
- 5) Deviations from the proposed items of work will not be acceptable. Conditional tenders are liable to be rejected.
- 6) If any unregistered contractor wishes to purchase the tender copy, he has to apply for registration, pay 100% of the registration fees. If after the scrutiny of his application he is found suitable for the class for which tenders are invited, his tender will be considered along with other tenders, and otherwise his tender will be ignored.
- 7) Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa-403 804.

CHIEF ENGINEER

Date:



TENDER NO: CE/69/2017

Name of Work: "Maintenance Painting (external) of GCB building."

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 "Name of Work: "Maintenance Painting (external) of GCB building." The approximate cost of the work is Rs.695373/-. 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. 14000/-** (**Rupees Fourteen thousand Four hundred only**), and E.M.D. should be lodged in the form of Demand Draft drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at Vascoda-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 entire work under this contract is required to be completed within Under this contract is required to be completed within **3 (Three) months** from the date of receipt of pre-acceptance letter/ 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 is 12 months.
- 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: 2594610.**
- 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: "Maintenance Painting (external) of GCB building." 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 (marked Tender No: **CE/69/2017**) kept inside the cabin of **AXEN(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. Service Tax registration for the bidder is mandatory. Bidder has to Enclose attested copy of Service Tax Registration along with the Tender. Service Tax has to be claimed extra as applicable while Submitting 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 "Maintenance Painting (external) of GCB building." and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao PortTrust, 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. Sales Tax, Income Tax etc. as applicable from time to time shall be deducted rom the amount payable to the Contractor at source. Under no circumstances taxes 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. Service Tax registration for the bidder is mandatory. Bidder has to enclose attested copy of Service Tax Registration along with the tender. Service Tax has to be claimed extra as applicable while submitting the bill/bills.

CHIEF ENGINEER



TENDER NO: CE/69/2017

Name of Work: "Housekeeping of office building and other structures at GCB area for the year 2017-18."

FORM OF TENDER

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

I/We

hereby: "Maintenance Painting (external) of GCB building." in strict accordance with the Instructions to Tenderers, General Conditions 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 **3(Three) months** from the date of release of site work order. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of 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.14000/-(Rupees Fourteen Thousand four Hundred only)** as a deposit or earnest money of my/our willingness to enter into the contract if my/our tender is accepted.
- 4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the Specifications, Schedule of Quantities & Rates attached to this tender.
- 5. I/We also agree, if awarded the contract, that the Earnest Money lodged with this tender will be retained by the Board of Trustees towards part of the

Initial Security Deposit and to make further deposit by Bankers Cheque/Demand Draft in favour of **FA & CAO**, **MPT**, **Headland Sada** payable at **Vasco-Da-Gama**, **Goa** by way of Bank Guarantee or by Cash and a cash receipt obtained from A.O.(Cash), **FA&CAO** / **MPT**, within **7** (seven) days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust

- 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 inforce 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.

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

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

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

11. The Bank's Guarant **	ee referred to in Para No.5 above will be from
12. I/We am/are registere registration Certificate No. is	ed for the purpose of Goa Sales Tax Act and my/our s
13. The name and addres	s of our Banker is **
Witnesses Signature :	Tenderer's Signature :
Name:	Name :
Address:	
Tel. No.:	Tel. No.:
Mobile No:	Mobile No.:
Date :	Date :

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

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



TENDER NO: CE/69/2017

- Name of Work: "Maintenance Painting (external) of GCB building."

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 Sales Tax, VAT, General Tax, Octroi, Excise Duty, 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 Service Tax, Service tax 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 **2(Three**) months **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 on given time..
- 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. 2594610.
- 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. The free Maintenance period for this work is **12 months**.
- 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. Service tax registration is mandatory service tax applicable shall be Paid extra with running bills against the submission of Tax Invoice.

CHIEF ENGINEER



TENDER NO: CE/69/2017

Name of Work: "Maintenance Painting (external) of GCB building."

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 Sales Tax, General Tax, Octroi, Excise Duty, Income Tax etc. and all other incidental charges that the tenderer may have to bear for the execution of the works.

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

- **3. WATER & ELECTRIC SUPPLY**: Water and electricity will be supplied by the department **free of cost** from the nearest available point.
- **4**. The Tenderer's supervisory staff shall be fully experienced in this type of work and all safety precautions should be taken and the work will 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 musks and gloves for all labour employees on the work etc, 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 on payment of necessary fees as prescribed from time to time and the same shall be valid for the duration of the contract or a period of one year, whichever is less.
- 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 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,
- 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. **SUPPLY OF MATERIALS:** No material shall be supplied by the MPT. The Contractor shall make his own arrangements to procure all other materials whatsoever required for the execution of the works covered under this tender. A register shall be maintained by the contractor giving the details of materials supplied and incorporated in the work on a day to day basis.
- 28 All the works should be executed during the daytime. In case the contractor wishes to continue work in the night, he has to adhere to clause no. 42 of Vol-I of tender document subject to paying the cost of overtime of Engineer and supervisory staff of MPT.
- 29. The contractor should take precautions and hot work permit should be obtained before carrying out the works. The contractor should take all provisions as stipulated and instructed by the different Port Departments such as Fire section of the D.C. Department and the Engineers of the Engineering

Civil Department only in case such a need arises.

- 30. As a statutory requirement, the contractor shall take all measures of safety against fire hazard and electrocution at site as follows: -
- a) All temporary electric supply connections will be carried out with correct sizes of wires/cables and fuses and other safety devices as required under Electricity Rules in consultation with us.
- b) One bucket full of water and sand shall be kept at the work spot. The **Portable fire extinguisher** shall be always kept at the work spot.
- 31. Contractor shall maintain register at site to monitor the execution of each items of work as per the specified specifications and register to maintain the records of material brought to site and the daily consumption and register/file of test reports of materials brought to site and as specified by the Engineer in charge. The register / files should be made available for inspection of the Chief Engineer or his representative whenever so desired.
- 32. All the materials to be used in the structure shall be conforming to relevant **ISI specifications and I.S codes** which can be referred to from C.E Dept technical library or as specified in the Tender Schedule. Contractor shall undertake laboratory test as specified in the relevant **I.S.I. codes** at the discretion of Chief Engineer and only approved materials/approved brand of materials shall be used.

33. **Measurements**

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

34. Rates and Prices to be inclusive.

The percentage 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.

35. 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.

36. **FREE MAINTENANCE PERIOD**: Free maintenance period for this work is 12 months.

37. **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 Rs.2,50,000/-
- (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 **5%** of the Contract Price is accumulated.

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

The contractor shall submit the 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.

38. 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.

- 39. The contractor shall take care not to damage underground oil/water Supply pipelines and cables while carrying out excavation work. Any Damage caused to the pipelines the contractor shall bear the cost of Repairing/ replacing the pipeline.
- 40. The contractor should specially note that there should not be any disturbances to the MPT Staff's working in the Department and also take necessary steps to prevent noise, dust pollutions etc.

- 41. 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.
- 42. **Labour deployment:** Tenderer should mention the peak and the least labour force they would like to engage for the work accordingly, Labour license may be obtained from Assistant Labour Commissioner, Vasco.
- 43. 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.

CHIEF ENGINEER



MORMUGAO PORT TRUST

ENGINEERING (CIVIL) DEPARTMENT

SCHEDULE - `A`

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

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



TENDER NO: CE/69/2017

Name of work: "Maintenance Painting (external) of GCB building."

SCOPE OF WORK

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

- 1. Painting external surfaces of walls etc. with exterior water base primer of Asian Paints in single coat.
- 2. Painting external surfaces of walls, roof top etc with pure Acrylic exterior paint (APEX) of Asian Paint.
- 3. Painting woodwork (Old works) in two coats of approved Synthetic enamel paint.
- 4. Painting iron work/metal work (Old) with 2 coats of approved synthetic enamel paint.

CHIEF ENGINEER



TENDER NO: CE/69/2017

Name of Work: "Maintenance Painting (external) of GCB building."

SCHEDULE-C

ESTATE RENTAL CHARGES

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

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

SIGNATURE OF THE TENDERER	CHIEF ENGINEER

LIST OF STRUCTURES TO BE CLEANED

	GCB AREA	
1	GCB Building	
2	Old and new office at gate No.9	
3	T1 shed toilets(as and when required)	
4	Drinking water points	
5	5 Port Users Cabin at berth No.10(as and when required)	
6	Old power house shed toilet and pump operators room	
7	Railway Panel Room	
8	T2 shed toilet and office (as and when required)	
9	PUC building near old power house(as and when required)	

Note: Any additional toilets/ office area, if required to be cleaned in GCB area during the contract period, are to be cleaned by the contractor as directed without any additional payment.



APPENDIX - I

Tender no. CE/69/2017

Name of Work: "Maintenance Painting (external) of GCB building."

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

C M	Doutionland	Clause	Deteile
S.N.	Particulars	Clause	Details
		of G. C.	
1.	Amount of Security Deposit and		EMD to be converted to
	time		S.D.
2.	Period for commencement from		7 days
	the		
	Chief Engineer's orders to		
	commence.		
3.	Time of Completion		3 (Three) months.
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
	recording words.		from the running bills.
9.	Minimum amount of interim		2,50000/-
].	Certificate.		2,0000/
10.	Time within which payment to be	54(1)	100% payment within 20
10.	made after contractor's	J 1 (1)	
			days of recording
	submission of the bill.		measurements and
			submission of bill in
			quadruplicate after

			obtaining signature of JE/EA and AEN/AXEN concerned (2 copies to Head Office) with all supporting documents.		
11.	Mobilization advance	69	Not applicable to this contract.		
12.	Interest rate on Mobilization advance	69	Not applicable to this contract.		
13.	Mode of recovery of Mobilization advance	69	Not applicable to this contract		
14.	Variation in price of labour and materials	70	Not applicable to this contract		
15.	Arbitration	66	Not applicable to this contract		
16.	Minimum amount of third party insurance	Clause No. 6 to 9 of Addl. Genera l Conditi -ons of Contra -ct	Not applicable to this contract		
Dated	d this day of		2017.		
Signature in the capacity of					
duly authorized to sign tender for					
and on behalf of					
(IN BLOCK LETTERS)					
Tend	Tenderer Name and Address:				

Tenderer Name and Address: ______

Witness: _____

Occupation: _____



TENDER NO: CE/69/2017
Name of Work: "Maintenance Painting (external) of GCB building."

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

- 1. Tenderers are required to fill in their rate 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 Rate inserted shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity.
- 3. Quantity of each item of work mentioned in the Schedule should be noted and the rate worked out carefully, having regard to the specifications before submitting the tender, as no variation in rates, etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted.
- 4. The Rate should be legibly written in figures as well as in words, in the space provided for. Erasures or corrections in figures or in words, without Tenderer's initials, will render the tender liable for rejection.

CHIEF ENGINEER



Tender No:- CE/69/2017

Name of Work: "Maintenance Painting (external) of GCB building."

SCHEDULE OF QUANTITIES & RATES

Ite m no.	Appx. QTY	ITEM	RATE Inclusive of ST > Rs.	UNIT	Amount in inclusive of ST/>
1	2	4	5	6	
1	L.S.	Painting external surfaces of walls etc. with exterior water base primer of Asian Paints in single coat including cleaning the surface of dirt dust necessary scaffolding etc. All tools, plant labour and material etc. complete.(Approximate quantity = 2780 M2)	155680/-	L.S.	155680.00
2	L.S.	Painting external surfaces of walls, roof top etc., with pure Acrylic exterior paint(APEX) anti- fungal coat of Asian Paints of approved colour/ shade in two coats including scrubbing and cleaning the surface of all dirt, dust, curing, necessary, scaffolding, painting in bays, bands, chajjas, grooves etc., as directed. All labour, materials, tools and plant etc., complete.(Approximate quantity = 2780 M2)	453140/-	L.S.	453140.00

3.	L.S.	Painting woodwork (Old works)	45687/-	L.S.	45687.00
		in two coats of approved			
		Synthetic enamel paint of			
		approved colour/shades			
		including preparing the surfaces			
		etc. All labour and material, tools			
		& plant, scaffolding etc.,			
		complete.(Approximate quantity			
		= 291 M2)			
4	L.S.	Painting iron work/metal work	40866/-	L.S.	40866.00
		(Old) with 2 coats of approved			
		synthetic enamel paint of			
		approved colour/shade			
		including preparing the surfaces.			
		All labour & material, tools &			
		plant, scaffolding etc., complete.			
		(Approximate quantity = 278 M2)			
	TOTAL A	TOT AMOUNT INCLUSIVE OF ST & GT or	`AL "A" f –"A"	Rs Rs. 69	6 95373.00 95373.00
	DEDUCT From the	:%(In figure) above amount at "A" i.e Rs			
	Total Quoted Tender Amount inclusive of Sales & General Taxes in words- Rupeesonly. THE QUOTER SHOULD SCORE OUT EITHER "ADD" OR "DEDUCT" AS THE CASE MAY BE" NOTE: (A) The quoter should score either "ADD" or "DEDUCT" as the case may			words-	
				CT" AS THE	
				ne case may	
	(T	be. (B) The Quoters are strongly advised in their own interest to inspect the			inspect the
	site before tendering.			, mopeet the	
	(0	C) The tenderers should score out e	,	or "DEDUC	CT" as the
	case may	he .			

Witness's

Signature:_____

Tenderers:

Signature:_____

Name:	Name:
	Designation:
Address:	Address:
Tel. No	Tel.No
Data	Data



Annexure

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

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
Rsonly) 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 further agree that
	the Guarantee herein contained shall(indicate the name of the Bank)
	remain in full force and effect during the period that would be taken for
	the performance of the said agreement, and it shall continue to be
	enforceable till all the dues of the Board under or by virtue of the said
	agreement have been fully paid, and its claims satisfied or discharged, or
	till the Engineer-in-charge on behalf of the Board, it certifies that the
	terms and conditions of the said agreement have been fully and properly
	carried out by the said contractor(s), and accordingly discharges this
5	guarantee. We
٥.	5
	with the Board that the Board (indicate the name of the Bank) shall have
	the fullest liberty without our consent, and without effecting in any
	manner our obligations hereunder, to vary any of the terms and
	conditions of the said agreement or to extend time of performance by the
	said contractor(s) from time to time or to postpone for any time or from
	time to time any of the powers excisable by the Board against the said
	contractor(s), and to forbear or enforce any of the terms and conditions
	relating to the said agreement and we shall be relieved from our liability by
	reason of any such variation or extension being granted to the said
	contractor(s) or for any forbearance, act of omission on the part of the
	Board or any indulgence by the Board to the said contractor(s) or by any
	such matter or thing whatsoever which under the law relating to sureties
	would, but for this provision have effect of so relieving us.
6.	This Guarantee will not be discharged due to the change in the
	constitution of the Bank or the contractor(s).
7.	We lastly undertake
	not to revoke this Guarantee except with (indicate the name of the Bank)
	the previous consent of the Board in writing.
8.	This Guarantee shall be valid up tounless extended
	on demand by the Board. Notwithstanding anything mentioned above, our
	liability against this Guarantee is restricted to
	Rs(Rupees
), and unless a claim in writing is lodged
	with us within two months of the date of expiry or extended date of expiry
	of this Guarantee all our liabilities under this Guarantee shall stand
	discharged.
	Dated theday of
	for
	(indicate the name of the Bank)



Name of work: "Maintenance Painting (external) of GCB building."

DECLARATION

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

Signature of Tenderer.

VENDOR REGISTRATION FORM

1.	Name of the Organization	
2.	Address (In Detail)	:
3.	Telephone Number	:
4.	E-Mail Id	:
5.	Permanent Account Number (PAN)	:
6.	Bank Name	:
7.	Bank Branch Address (In Detail)	:
8.	Bank Branch Code	:
9.	Bank Account Number	:
10.	Bank Account Type	:
11.	Magnetic Ink Character Recognizer (MICR)	:
12.	Tax Identification Number (TIN)	:
13.	Service Tax Registration Number	:
14.	Service Tax Registration Code	:
15.	CST Registration Number	:
16.	Employee Provident Fund (EPF) Registration Number	:
17.	Employee State Insurance Scheme (ESIS) Registration Number	:
18.	IFSC Code	: