



An ISO 9001:2015 PORT

**MORMUGAO PORT TRUST  
ENGINEERING CIVIL DEPARTMENT**

**e-TENDER No. CE/35/2019**

**e- TENDER**

**FOR**

**“Housekeeping of structures in back up area of MOHP, fire monitoring building, port Craft Jetty Breakwater and gate no 1 toilets, new Railway signaling Building, toilets of two tugs , for a period of one year.( 2019-2020)**

**<https://eprocure.gov.in/eprocure/app>**

**Last date & Time for uploading  
15.00 hrs on 05.08.2019**



**MORMUGAO PORT TRUST**  
**ENGINEERING CIVIL DEPARTMENT**

**e- PORTAL NOTICE INVITING ONLINE TENDER**

**e - TENDER NO: CE/35/2019**

**e – Tender for**

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Further details **<http://eprocure.gov.in/eprocure/app>**

**CHIEF ENGINEER**

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

**TENDER NO. CE/35/2019**

**“Housekeeping of structures in back up area of MOHP, fire monitoring building, port Craft Jetty Breakwater and gate no 1 toilets, new Railway signaling Building, toilets of two tugs , for a period of one year.( 2019-2020)**

Cover -I

- 1) Cost of Tender fee - on the payment/ copy of Demand Draft
- 2) Earnest Money Deposit – On-Line payment/ copy of Demand Draft.

Tender Document consists of Cover No. II (Technical Bid)

1. Tender Notice.
2. Form of Tender.
3. Appendix.
4. Additional Instructions to Tenderness.
5. Additional General Conditions of Contract.
6. Directions to Tenderness for filing in the Schedule of Quantities and Rates.

Cover No. III (Price Bid)

1. Schedule of Quantities & Rates.

MORMUGAO PORT TRUST,  
ENGINEERING CIVIL DEPARTMENT,  
MAIN ADMINISTRATIVE OFFICE BLDG,  
HEADLAND, SADA, GOA.



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

**TENDER NO. CE/No-35/2019**

Sealed tenders in three cover system are invited on Percentage Rate Basis from registered contractors with the Civil Engineering Department under Class 'D' above.

Tender No.	Name of work	Cost of tender document (non refundable)	Estimated cost of work put to tender	Sale of tender documents From/To
CE/35/2019	Class of contractor eligible to tender	Earnest money deposit	Period of contract	Date of Submission/ opening of tender
	<b>Housekeeping of structures in back up area of MOHP, fire monitoring building, port Craft Jetty Breakwater and gate no 1 toilets, new Railway signaling Building, toilets of two tugs , for a period of one year.( 2019-2020</b>	Rs.500/-	Rs.6,37,039/-	<b>26/07/2019 To 05/08/2019</b>
	Class 'D' above	<b>12,741/-</b>	12 months	06/08/2019 at 3.30 p.m.

1. The tender set consisting of the Tender Notice, Additional Instructions to Tenderness, 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.

2. The interested firms may alternatively download the Tender Documents from the Mormugao Port Trust web site <http://www.mptgoa.com> However, a separate sealed envelope super scribed 'Tender Cost' containing a Demand Draft/ Banker's Cheque drawn in the name of "FA & CAO of the Port of Mormugao" towards the cost of tender document may be placed in the envelope containing the sealed offer submitted in the downloaded Tender Document, failing which the offer of the firm will be left out of consideration. The downloading of the Tender Documents shall be carried out strictly as provided on website. No editing, addition/deletion of matter shall be permitted. If such action is observed at any stage, such offer is liable for outright rejection.

A printed set (Vole-I) issued to the contractors contains instructions to tenderness, General and Special Conditions of Contract, General Specifications and forms an integral part of the tender documents.

3. Tender documents will not be sent by Post or Courier Service.
4. The proposed work comprises of “ **Housekeeping of structures in back up area of MOHP, fire monitoring building, port Craft Jetty Breakwater and gate no 1 toilets, new Railway signaling Building, toilets of two tugs , for a period of one year.( 2019-2020)**”  
The work is to be carried out as described in Schedule of Quantities & Rates attached herewith to this tender and as directed at site.
5. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs.12,741/- (Rupees twelve thousand seven hundred forty one only), and E.M.D should be lodged on-line payment in the form of Bankers Cheque or Demand Draft or Pay Order drawn in favor of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at Vasco-Da-Gama, Goa is required to be enclosed along with the Tender. In any case, E.M.D. in the form of Cash/ Cheque will not be accepted.
- Proof of payment towards EMD and the cost of tender fee to be uploaded as in 1<sup>st</sup> cover.
  - Tender document to be uploaded as IInd cover
  - Price bid in the form of excel spread sheet to be filled up on-line as IIIrd cover.
  - Bidder who do not upload the proof of payment towards EMD, cost of tender fee, their other two covers will not be opened and their offer will be out rightly rejected
  - Contractors may submit the following information in order to refund the EMD's Bank Gurantee/ Security Deposit/ retention Money, payments of bills etc.

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

- EMD of the other tenders i.e. any two among the first three lowest Tenders 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.

6. Retention Money : 10% of the work done .

- a) The Retention Money : 10% of Retention Money to be deducted from the running account bills at 10% of each running bill till the entire security deposit of 10% of value of contract are recovered.

**Note:**

In case the Tenderer desire to quote premium of cost of work put to tender more than 15%, the Tenderer will have to give the rate analysis for any or all the item of work along with the tender.

**Conditional tenders are liable for rejection.**

7. Tenders submitted will remain open for acceptance for a period of 120 days from the date of opening of tenders.
8. The subject contract period is for 12 (Twelve) months from the date of receipt of pre-acceptance letter/work order or release of site whichever is later, and is extendable for a further period of 6 months or one year as per requirements and if the contractors work is found to be satisfactory.
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 delay subject to a maximum ceiling of 5% of the contract price. The contract is liable to be terminated if there is a delay of more than 25% of contracted period of completion.
11. Tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of work involved etc. before tendering. Such an inspection can be arranged in consultation with the Executive Engineer-(HR), Tel No: 2594674 or AEN/MOHC 2594624.
12. The tenderers must not quote counter conditions involving extra expenditure. The tenderers should refrain from sending revised or amended offers after the closing date of the tender. The Chief Engineer reserves the right to reject such offers without assigning any reasons thereof.
13. The tenders complete in all respects should be uploaded.
14. The Tenderers should specifically note that their **OFFERS SHOULD BE UPLOADED ON OR BEFORE THE DUE DATE AND TIME. OFFERS RECEIVED LATE WILL NOT BE CONSIDERED. TENDERS SENT BY POST WILL BE REJECTED.**

15. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
16. Unsigned tenders will not be considered.
17. GST. as applicable from time shall be Paid separately from the amount payable to the Contractor at source. Under no Circumstances taxes so deducted shall be reimbursed to the contractor.
18. GST registration is mandatory. GST will be paid extra along with R.A. Bills.
19. The Contractor should comply with the provision of the Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
20. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
21. An additional 2% will be deducted as source as per GST ACT, however the vendor is eligible for Credit of TDS

CHIEF ENGINEER



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

**TENDER NO. CE/35/2019**

**Housekeeping of structures in back up area of MOHP, fire monitoring building, port Craft Jetty Breakwater and gate no 1 toilets, new Railway signaling Building, toilets of two tugs , for a period of one year.( 2019-2020)**

**FORM OF TENDER**

The Chief Engineer,  
Mormugao Port Trust.

I/We \_\_\_\_\_ do hereby offer to execute the work comprised in the annexed Tender Notice “ **Housekeeping of structures in back up area of MOHP, fire monitoring building, port Craft Jetty Breakwater and gate no 1 toilets, new Railway signaling Building, toilets of two tugs , for a period of one year.( 2019-2020.)**

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 the work included in the Schedule of Quantities and Rates with the completion period of Twelve months from the date of receipt of work order. I/We also agree that this tender will remain open for 120 days. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/We agree that the Penalty mentioned in AGCC clause no 62 of the contract is a fair estimate of the loss likely to result from the default in carrying out the operation & maintenance of plant.

3. I/We send herewith a sum of Rs.12,741/- (Rupees twelve thousand seven hundred forty one 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 and Rates attached to this tender.

5. I/We also, agree if awarded the contract that the earnest money lodged with this tender will be retained by the Trustees towards part of the Security Deposit.

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 have inspected the site and I am/We are fully aware of the work to be carried out while tendering for the contract.

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 favor will be submitted for perusal immediately on acceptance of the tender.

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

12. The Bank's Guarantee referred to in Para No.5 above will be from  
\*\* \_\_\_\_\_

13. I/We am/are registered for the purpose of Goa Sales Tax Act and my/our registration Certificate No. is \_\_\_\_\_

14. The name and address of our Banker is \*\* \_\_\_\_\_

15 I/we understand that the Board is not bound to accept the lowest or any tender you may receive and may reject the same (the lowest) or any other tender without assigning any reason therefore.

16 "I have read and understood the General Conditions and Specification of the work which are printed in Volume -I supplied to me by the Department which will form a part of tender and this shall remain binding on me".

17 I /we have enclosed herewith the following documents as required under instructions to tenderers:-

a) Bar Chart.

b) List and description of main plant and equipments  
Proposed to be used on this work.

NAME AND ADDRESS OF TENDERER:-

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER

Witness: - \_\_\_\_\_

Date: \_\_\_\_\_ Day of \_\_\_\_\_ 2019

Witness: - \_\_\_\_\_

Witness: - \_\_\_\_\_

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

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



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

**TENDER NO. CE/ 35/2019**

**Housekeeping of structures in back up area of MOHP, fire monitoring building, port Craft Jetty Breakwater and gate no 1 toilets, new Railway signaling Building, toilets of two tugs , for a period of one year.( 2019-2020)**

APPENDIX

This shall be read in conjunction with clause 04 General Conditions (G.C.) of Vole-I of Tender Documents.

<u>Particulars</u>	<u>Remarks</u>
1. Amount of security Deposit and time	EMD together with retention Money will firm Security Deposit.
2. Period for commencement from the Chief Engineer's orders to commence.	One day or as specified in order
3. Contract Period	12 (Twelve) 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	Not Applicable.
6. Percentage of retention from each running account bill	10%. Also please refer Cl.No.5 of additional instructions to

		tenderers.
7. Limit of Retention Money		10% value of the contract.
8. Total Security Deposit and Retention Money.		EMD Plus 10% value of the contract.
9. Minimum amount of interim certificate.		Rs . 1,00,000/-
10. a) Time within which payment to be made after contractor's submission of the bill.	54(1)	100% within 5 days from the date of bill submitted based on the joint measurements.
b) Time within which payment to be made after contractor's submission of the bill.	54(4)	Undisputed bills will be paid within 20 days from date of submission of the bill
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, 7, & 8 of additional General Conditions of Contract	5 % of the tender amount.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

\_\_\_\_\_ duly authorized to sign tender for and

On behalf of \_\_\_\_\_.

(IN BLOCK LETTERS)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**  
**TENDER NO. CE/35/2019**

**“Housekeeping of structures in back up area of MOHP, fire monitoring building, port Craft Jetty Breakwater and gate no 1 toilets, new Railway signaling Building, toilets of two tugs , for a period of one year.( 2019-2020).**

**ADDITIONAL INSTRUCTIONS TO TENDERERS.**

The instructions to the tenders shall be instructions to “Tenderers” as modified or added to by the following Additional Instructions to Tenderers which shall be read and construed with the instructions to tenderers as if they were incorporated therewith.

In so far as any of the provisions in Additional Instructions to Tenderers may conflict with or be inconsistent with the instructions to Tenderers the Additional Instructions to Tenderers shall prevail.

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, 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 Extra 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 4 hereinafter will be furnished

2. Tenderers must fill in the space provided for, in the Schedule of Quantities and Rates stating in figures as well as in words for specified in the Schedule of Quantities and rates, they are willing to undertake the work.
3. 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.
4. SECURITY DEPOSIT
  - a. EMD together with Retention money recovered will the Security Deposit.

Retention money (R.M ) equivalent to 10 % of the contract price and the sum shall be recovered at the rate of 10% from each bill, The entire amount of 10% of the Contract Price as Security Deposit may be paid in Cash/Demand Draft/Pay Order/ at the time of acceptance of tender.

Note: The amount of liquidated damages expressed in the Tender Notice to be payable for delay in the performance of the contract has been arrived at on the fair estimate of the amount of loss likely to be sustained by the Trustees as a result (the delay in the performance of the contract). The retention money recovered along with EMD will be released on successful completion of the liability period

5. The entire work comprised in this contract is required to be completed within the period as described in the 'Tender Notice'. No counter conditions as regards to completion period shall be quoted by the tenderers.
6. The Chief Engineer and/ or the Trustees reserve the right to reject any tender without assigning any reasons or to accept any tender as a whole or in part and does not bind him/ themselves to accept the lowest or any tender, No reasons will be assigned for the rejection of any tender.
7. If the Tenderers have not carried out any work for the Mormugao Port Trust in the past they shall submit along with the tender, a list of works carried out by them for Government or Public Bodies with their amount showing against each work indicative of its magnitude and their Bankers reference and their Sales Tax Returns.
8. Tenderers should refrain from sending revised or amended offers after the closing date of the tender
9. Tenderers are strongly advised to inspect the site so that they are fully aware of the nature of scope of the works to be carried out before tendering for the same.
10. Tenderers should note the arrangements described in the tender document for prompt payments of bills
11. The free maintenance period not applicable to this contract.

12. 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.
13. The tenderer shall inspect the site and fully study the nature of work involved vis-à-vis the quantity and specifications, before tendering for the work. No claim will be entertained regarding variation in the quantity. Any clarification in this regard will be given, if required, prior to submission of tender.
14. Watch and ward of all materials and equipment will be responsibility of the contractor and no claims will be entertained towards loss or damage to the contractor's materials and equipments.
15. Contractor shall provide all necessary tools and plants and protective devices safety measures etc. to the workmen as required.
16. No claim for the increase in rates quoted due to increase in cost of materials/chemicals and labour during the currency of the contract will be entertained by the department.
17. The rates indicated in the schedule shall hold good for all repairs/replacement/renewal/new works to be carried including in patches and bands and for all building/sheds/structures and service facilities located in the Port area.
18. Storage arrangements for all materials and tools and plants shall be made by the contractors at his own cost.
19. The contractor & his representative should have easy contact access, by way of having their own mobile phones etc. also the contractor should report daily to site office to take necessary instruction.
20. Contractors may submit the following information in order to refund the EMD's /Retention Money/BG's/ Security deposits. Payment of bill etc.:-
  - (i) Name of the Banker with branch.
  - (ii) Type of Account and Account No.
21. Quantities showed in schedule of quantities are approximate which may varies, depending upon the nature of works involved as per site condition. Also the quantities executed by the contractor in each item or more may lead to the total tendered amount.
22. The work shall be carried out in such a manner as not any obstructions to the other contractors working in the area.
23. If any conditions are to be stipulated by the tenderer the same should be written, put in a separate sealed cover and submitted superscribing the name of work and name of the tenderer. If any conditions stipulated by the tenderer are found in single cover containing tender documents the same will not be considered and treated as withdrawn by the tenderer.
24. Permission for working beyond the normal working hours of the Port or on Sundays and Public holidays as stipulated under Clause No. 42 of General Conditions of contract Volume I of the tender document will be given to the contractor subject to his agreeing to bear the cost of overtime, if any, which, may have to be paid to the Port's Supervisory Staff.
25. The muster roll for the labours of work shall be maintained at site office at AEN/MOHC section indicating the name of workers. Contractor shall direct all his labour to either to sign or put thumb impression on muster

roll at 9.00 a.m. and at 2.00 p.m. everyday including port holiday at the said office.

26. The labours posted by the contractor should be able to take instructions from the concerned departmental staff to work at any other locations shown in the MPT areas as required.

27. **SITE REGISTERS**

The Contractor shall maintain and update all records of labour employed for this work and produce the same to the Controlling Officer regularly and any other Competent Authority as and when required. The following minimum records shall be maintained:

- (i) Muster roll.
- (ii) Register of Wages/Wages Register.
- (iii) Register for recovery for non-compliance of specified works.
- (iv) Register of Overtime.
- (v) Wage Slip to all Labourers.
- (vi) Complaint Register
- (vii) Site Instruction Book.
- (viii) Any other records to be maintained under various acts as applicable.
- (ix) Measurement Register

**EXECUTIVE ENGINEER (HR)**





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**“Housekeeping of structures in back up area of MOHP, fire monitoring building, port Craft Jetty Breakwater and gate no 1 toilets, new Railway signaling Building, toilets of two tugs , for a period of one year.( 2019-2020).**

**ADDITIONAL GENERAL CONDITIONS OF CONTRACT.**

1. The tender is on percentage rate basis. The quantities mentioned in the Schedule of Quantities and Rates are only approximate and the Trustees are liable to pay for only such quantities of work as are actually executed.
2. In the percentage rate quoted by the contractor shall be inclusive of all Tax, etc. and all other incidental charges that the tenderer may have to bear for the execution of the works.
3. The contractor may be asked to supply the following on request and charges mentioned thereon:

(i) Water supply:

Water will be issued free of cost by the department subject to the availability.

The contractor may be allowed to bring water from outside in case of inadequate supply, on the following conditions:

- (a) Contractor will be allowed to bring water from outside at his own cost if all respects, if supplies from Mormugao Port Trust mains are inadequate.
  - (b) In any event, no excuse for delay in completion of work, or no claim of any sort, whatsoever, will be entertained on account of inadequate/ intermittent short supply of water.
4. The Tenderer’s supervisory staff shall be fully experienced in the type of work to 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) with out limiting his obligation and responsibilities under Clause 21 of G.C.C. (Vol.1). The contractor shall insure, at his cost, in the joint names of the Board and the Contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the term of the contract and in such manner that the Board and contractor are covered during the period of construction of the works and are also covered during the period of Maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of Maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause 45 of G.C.C. (Vol-1)

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

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 premium provided always that without limiting his obligations and responsibilities as aforesaid nothing in the clause contained shall tender the contractor liable to insure against the necessity for repair or reconstruction of any work constructed with material or workmanship not in accordance with the requirements of the contract

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 work or Temporary Work or in the carrying out of the contract otherwise than due to the matters referred to in the provision to clause 22(1) of G.C.C.(vol.1).

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 receipt for the payment of the current premium.

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 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 premium. Provided always that in respect of any persons employed by any sub- contractor, the contractor's obligation to insure as aforesaid shall be satisfied if the sub-contractor shall have insured against the liability in respect

of such persons in such manner that the Board is indemnified under the policy but the contractor shall required such sub-contractor to produce to the Chief Engineer or the Chief Engineer's representative when required such policy of insurance and the receipt for payment of the current premium.

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 premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Board with interest as stated in Vol.1 as aforesaid from any money due or which may become due to the contractor or recover the same as debt due from the contractor.

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

The successful contractor will have to provide a life line for hooking the safety belt wherever work is to be executed. A net will also be provided by the successful contractor from the inside and below the Roof Sheets in such a way as to prevent any accidents that may cause injury to the work men working at altitude.

#### 11. SUPPLY OF WATER.

The contractor shall as far as practice having regard to the conditions, provide on the site to the satisfaction of the Chief Engineer's Representative, adequate supply of drinking water and other water for the use of the contractor's staff and workmen.

12. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under Clause No.42 of General Conditions of Contract, Volume-1 Of the tender document will be given to the subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port's supervisory staff.

#### 13. 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.

#### 14. 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.

#### 15. FOOTWARE, GLOVES ETC:

In partial modification of clause No.31 of the General Conditions, the contract, the contractor shall at his own expenses provide footwear and gloves for all labour employees on concrete mixing work and all other types of work

involving the use of tar and cement, etc. to the satisfaction of the Chief Engineer or his Assistant.

16. 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.

17. The tender is on Percentage Rate Basis and the Tenderers are required to fill the Schedule of Quantities and Rates as stated in directions to Tenderers for filling in the Schedule of Quantities and Rates.

18. The Taxes involved in the execution of Work Contract Act 1935 shall be borne by the contractor and rates quoted by the Tenderers shall be inclusive of all taxes but excluding GST.

19. 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.

20. 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 of cost and the same shall be valid for the duration of the contract or a period of one year, whichever is less.

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.

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

23. The portion of Security Deposit due for refund in accordance with the Conditions of Contract, after physical completion of the work, will not be refunded except with the prior permission of the Chief Engineer, unless and until contractor submits the final bill based on joint measurements.

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

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

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

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

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

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

#### 26. SUPPLY OF MATERIALS:

No material to be supplied by the MPT. Contractor shall make his own arrangements to procure all the materials whatsoever required for the execution of the works covered under this tender.

27. All the material to be used for the work shall be as far as possible, in accordance with the relevant specifications. However, the final approval of the

material shall be at the sole discretion of the Chief Engineer or his representative depending upon the availability of the material in the market.

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

#### 29. MODE OF PAYMENT:

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

- (i) Minimum amount of Interim Certificate is Rs.100000.
- (ii) 100% of the bill will be paid within 5 working days from the date of acceptance of bill by the department and bill submitted based on joint measurement and submission of all relevant documents i.e Muster Roll, Wage Register, EPF, ESI, Tax Invoice (GST) etc.
- (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 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.

#### 30. FACILITIES FOR WORKS OF OTHER AGENCIES:

Contractor shall take care that his work does not, in any way, hamper the concurrent progress of works of the other agencies in and around the existing site of work, lying of cables or any other work, which will be awarded during currency of this contract. The contractor, shall accord all facilities to various agencies/ contractors such as place for storing their material place for site office, etc. in consultation with the Site Engineer and carry out his activities in close co-ordination with all agencies.

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

32. The contractor should specially note that there should not be any disturbances to the MPT Staff's working in the Department and also take necessary steps to prevent noise, dust pollutions etc. in the Office.

33. The contractor shall have EPF/ESI Registration No. Of the firm and shall contribute towards Employees Provident fund (EPF) and ESI and submit the

copy of the same along with the details in the prescribed format while submitting bills.

34. The Tenderer shall submit an Organization Chart to list Key Personnel employed and their experiences.

35. Price Escalation: (This clause is not applicable).

36. Mobilization Advance: (This Clause is not applicable).

37. Arbitration (This Clause is not applicable)

**Scope of work**

Housekeeping of all offices mentioned in annexure, including mopping the entire floor area, cleaning of toilets and bathrooms, removing cobwebs, etc.

**EXECUTIVE ENGINEER(HR)**