

MORMUGAO PORT TRUST ENGINEERING (CIVIL) DEPARTMENT TENDER NO. CE/23/2019

FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

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

AEN

(Accounts)

B.1. Name of Work: "Repairs to fishing jetty at Vasco Bay for the year 2019."

2.	Cost of each set of Tender Documents	Rs. 500.00
3.	Date and Issue of Tender Documents	From: 18/06/2019 To
		21/06/2019 upto 15.00 hrs.
4.	Date of receipt of tender and time	21/06/2019 at 15.00 hrs.
5.	Amount of E.M.D.	Rs. 18800/-
6.	Date of opening of tender and time	On 21/06/2019 at 15.30 p.m.
7.	a) Whether E.M.D. received	Yes/No.
	b) if so, in which shape	D.D./Cash Receipt
8.	Form of contract	Item rate
9.	Whether tender received in duplicate	Yes/No
10.	Whether rates have been quoted in	Yes/No
	both the tenders in words and	
	figures.	
11.	Total No. of Tenders received for the	
	work	

AEN (Accounts)	EXECUTIVE ENGINEER (HR)
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TENDER NO: CE/23/2019

Name of Work: "Repairs to fishing jetty at Vasco Bay for the year 2019."

GENERAL INDEX

- 1.Tender Notice
- 2. Appendix I
- 3.Form of Tender
- 4. Additional Instructions to Tenderers
- 5. Additional General Conditions of Contract
- 6.Scope of work
- 7. Directions to tenderers for filling in the Schedule of quantities & rates.
- 8. Schedule of quantities & rates
- 9. Declaration
- 10.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/23/2019

Name of Work: "Repairs to fishing jetty at Vasco Bay for the year 2019."

Sealed item rate tenders in single Cover System are invited from the Shortlisted Contractors

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/23/2019	Name of Work:	Rs. 500 /-	18.06 .2019	
		"Repairs to fishing		to	
	Shortlisted	jetty at Vasco Bay		21.06.2019	
	Contractors	for the year 2019."		upto 15.00hrs	
		Rs. 9,38,091/-		21.06.2019	
			Rs.18,800/-	at 15.30 hrs	

N.B:

- Contractors at the office of the Chief Engineer, Mormugao Port Trust at Headland, Sada, Goa after producing evidence of registration with the Engineering (Civil) Department of Mormugao Port Trust and after payment of necessary charges in the Cash section of Finance Department. Contractors who are not registered may also be issued tender documents subject to the provisions of MPT Regulations for registration of contractors. Tender documents will be sold between 09.30 hours to 12.00 hours and 14.00 hrs. to 15.00 hrs. from Monday to Friday excluding Port Holidays.
- 2) Tenders duly super scribed with the name of the work should be submitted in single cover and sealed with gum and with sealing

wax/lac as stipulated in Clause no. 5 of Special instructions to Tenderers and reach the office of the Chief Engineer, Mormugao Port Trust, Headland Sada – 403 804, not later than 14.30 hrs. on day of the opening of the tender.

- 3) Tender documents will not be sent by post or courier service.
- 4) Right to reject any or all tenders without assigning any reasons thereof, are reserved.
- 5) Deviations from the proposed items of work will not be acceptable. Conditional tenders are liable to be rejected.
- 6) 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/23/2019

Name of Work: "Repairs to fishing jetty at Vasco Bay for the year 2019."

1. TENDER NOTICE

- 1. Sealed item rate tenders in **single Cover** System are invited from the Shortlisted Contractors registered with Engineering Civil Department (MPT), for the work of "Repairs to fishing jetty at Vasco Bay for the year 2019." The approximate cost of the work is Rs.9,38,091/-.
- 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. 18800/- (Rupees Eighteen thousand Eight 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 Vasco-da-Gama, Goa or by Cash and a cash receipt obtained from A.O. (Cash), is required to be enclosed along with the Tender in originals. In any case, E.M.D. in the form of Cash/ Cheque along with tender will not be accepted.
 - a. The E.M.D. and the Tender documents in single cover should be put in separate sealed envelopes and both the envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as "EMD & tender document. The outer envelope

shall bear the identifications like (i) Tender No: (ii) Description of work (iii) Bidders name and Address and (iv) Due date and time of bid opening. If the envelopes are not sealed properly, Mormugao Port Trust will assume no responsibility for the misplacement or premature opening of the bids submitted.

- b. Bids if not accompanied by the requisite E.M.D. as indicated above shall be treated as invalid and shall not be opened.
- c. The EMD of the any two among the first three lowest tenderers will be refunded to them only after acceptance of Work Order by successful tenderer. E.M.D. of successful contractor will be retained towards Initial Security Deposit. Other Contractors are requested to contact AXEN (Accounts), Chief Engineer's Office, Main Administrative Office, and Mormugao Port Trust for claiming such refund of EMD along with copy of original receipt issued by this office.
- d. Contractors may submit the following information in-order to refund the EMD's/ Bank Guarantee/Security Deposit/Retention Money, payments of bills etc.
 - a. Name of Bank
 - b. Place
 - c. Account No
 - d. Type of Account
 - e. PAN.
 - f. EPF No.
 - g. ESI No.

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

- **5. Security Deposit**: EMD deposited along with the tender will be converted as Security deposit
- **6. Retention money:** Retention money shall be deducted from reach running account bill at 10 % of gross value of work done to the limits of 10 % of contract value.
- **7. Refund of Security deposit and Retention money:** S.D and Retention money shall be refunded only after successful completion of defect liabilities period (Free Maintenance period) if applicable.
- 8. The entire work under this contract is required to be completed within Under this contract is required to be completed within **1 (one) month** 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 for completion.
- 11. The maintenance period is 9 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: 2594674.**
- 13. The tenderers must not quote counter conditions involving extra Expenditure. The tenderers should refrain from sending revised or amended Offers after the closing date of the tender. The Chief Engineer reserves the right to reject such offers without assigning any reasons thereof.
- 14. The original tenders to be submitted should be enclosed in a sealed Cover and superscripted: "Repairs to fishing jetty at Vasco Bay for the year 2019." and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, Goa Pin 403804.
- 15. The tenders complete in all respects should be placed in the Tender Box kept inside the cabin of **AEN(Accounts)**, Chief Engineer's Office at Main A.O. Building, 2nd floor, Mormugao Port Trust upto 15.00 hrs on due date and opened at 15.30 hrs.on the same date in the presence of such Tenderer's who may wish to be Present.
- 16. The Tenderer's should specifically note that their offers, whether sent by post or by hand delivery, should reach this office on or before the due date and time. Offers received late will not be considered, even if posted in Post office before due date.
- 17. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
- 18: Tenders submitted will remain open for acceptance for a period of 120 days from the date of opening of tenders
- 19. Tax etc., as applicable from time to time shall be deducted from the amount payable to the Contractor at source. Under no circumstances taxes so deducted shall be reimbursed to the contractor.
 - 20. GST registration for the bidder is mandatory. Bidder has to Enclose

- attested copy of GST Registration along with the Tender. GST has to be claimed extra as applicable while Submitting thebill/bills.
- 21. The Tenderer should strictly note that they shall not be 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 "Repairs to fishing jetty at Vasco Bay for the year 2019." 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 any reasons therefore.
- 25. Income Tax . as applicable from time to time shall be deducted from the amount payable to the Contractor at source. Under no circumstances tax so deducted shall be reimbursed to the contractor.

CHIEF ENGINEER



TENDER NO: CE/23/2019

Name of Work: "Repairs to fishing jetty at Vasco Bay for the year 2019."

The Chief Engineer

FORM OF TENDER

ine emer Engineer,	
Mormugao Port Trust.	
Headland, Sada, Goa	
I/We	, do
Hereby undertake the work of "Repai	irs to fishing jetty at Vasco Bay for
the year 2019." in strict accordance	with the Instructions to Tenderers
General Conditions of Contract, Specifi	cations etc. at the item Rate entered
in the attached Schedule of Quantities a	nd Rates

- 2. I/We undertake to complete the work included in the Schedule of Quantities & Rates within **1(one) month** 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.18800/-(Rupees Eighteen Thousand Eight 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 security Deposite
- 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.
- 12. I have read and understood the General conditions and specifications of the work which are printed in Volume-I supplied to me by the Department which will form a part of tender and shall remain binding on me/us.

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.		vears

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 Guarantee reference **		above will	be from
	I/We am/are registered for our registration Certificate No.	± ±		Act and
13.	The name and address of our	r Banker is **		
	esses ature :	Tenderer's Signature:		
Nam	e:	Name:		
Address:				
Tel	. No.:	Tel.No.:		
Mobi	ile No:	MobileNo.:		
Dat	:e:	Date:		

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

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



TENDER NO: CE/23/2019

- Name of Work: "Repairs to fishing jetty at Vasco Bay for the year 2019."

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 item 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 GST. GST shall be paid as per applicable rates along with the all bills for payment.

1. Earnest Money:

No tender will be considered which is not accompanied by the Earnest Money Deposit (E.M.D.) for the sum stipulated in the tender notice which is lodged on the understanding that in the event of the tenderer withdrawing his tender before the expiry of 120 days from the last date of submission of the tender document. (Whether or not the submitted tender(s) are opened or otherwise at the time of tenderer withdrawing his tender), the tender shall be cancelled and the Earnest Money (E.M.D) deposited by the tenderer forfeited to the trustees .

- 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 **1(one) month** from the date of receipt of purchase order or release of site for the first order whichever is later.

CHIEF ENGINEER



TENDER NO: CE/23/2019

Name of Work: "Repairs to fishing jetty at Vasco Bay for the year 2019."

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 item 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.

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

- 3. WATER & ELECTRIC SUPPLY: Water and electricity will not be supplied by the department. The contractor has to make his own arrangement at his own cost.
- **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 musk's ,gloves safety belts, ladders, etc., for all his labours/employees. to the satisfaction of the Chief Engineer or his Assistant.

15.ACCIDENTS:

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

- 16. The contractor and his workers/agent shall be required to obtain from MPT and display a Photo Identity Card during entry, stay and exit from the Port security areas guarded by CISF personnel.
- 17.All applications for issuance of Photo Identity Card shall be routed through the Chief Engineer, who shall forward the same to the Port's Traffic Department, whose pass section will issue the Photo Identity Card to the contractor or his agent free of cost 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,
- 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:** .Material such as Rails, M.S. Chain and tyres will be supplied by MPT free of cost. The Contractor shall make his own arrangements to procure all other material whatsoever required for the execution of the work 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 if 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 item rate entered in the Schedule of Quantities by the contractor shall include the provision of all supporting special equipment, designed scaffolding, labour of required skill, supervision, materials, erection, overheads and profits, watch and ward, insurance charges, during execution and every incidental and contingent costs and charges, whatsoever, including sales tax on works contracts, etc. if any, for compliance with conditions of contract and specification.

- 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 9 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 **Full and Final bill.**
- (ii) 100% within 05 working days of submission bill in quadruplicate with MPT Engineers certification.
- (iii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealing with the Mormugao Port trust.
- (iv) **Retention Money** will be recovered through the bills at the rate of **10%** of the amount certified in each bill, till an amount equivalent of 10% of the Contract Price is accumulated.

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

The contractor shall submit the interim measured bills and final bill only after the measurements are checked by the concerned Assistant Engineer and after the final corrected quantities to be billed are given by him.

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 TENDER NO: CE/23/2019

Name of work: "Repairs to fishing jetty at Vasco Bay for the year 2019." SCOPE OF WORK

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

- 1. Demolishing and clearing of cement concrete.
- 2. Supplying and dumping laterite boulders.
- 3. Providing and laying (1:2:4) cement concrete.
- 4.Driving old rails supplied by department vertically into the sea bed.
- 5. Strengthening of fishing jetty by fabricating and erecting in position old rails.
- 6. Strengthening of fishing jetty by fabricating and erecting in position M.S. plate 10mm thick including dismantling of old corroded M.S. structural plate etc.
- 7. Fixing of missing old truck size tyre fenders to horizontal rails.
- 8. Re-fixing of dislocated tyre fenders back in position.

CHIEF ENGINEER



APPENDIX - I

Tender no. CE/23/2019

Name of Work: "Repairs to fishing jetty at Vasco bay for the year 2019."

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

S.N.	Particulars	Clause of G. C.	Details	
1.	Amount of Security Deposit and time		EMD to be converted to S.D.	
2.	Period for commencement from the Chief Engineer's orders to commence.		1 days	
3.	Time of Completion		1 (One) month.	
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.		9 (nine)Months	
6.	Percentage of retention from each running account bill		10%. For each running bill.	
7.	Limit of Retention Money		10% value of the contract.	
8.	Total 1 Security Deposit and Retention Money.		EMD Plus 10% value of the contract recovered from the running bills.	
9.	Minimum amount of interim Certificate.		Full and Final bill	
10.	Time within which payment to be made after contractor's submission of the bill.	54(1)	100% payment within 20 days of recording measurements and submission of bill in quadruplicate after obtaining signature of JE/EA and AEN/AXEN concerned (2 copies to	

			Head Office) with all supporting documents.	
11.	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. General Conditions of Contract		
Dated this day of 2019.				

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



TENDER NO: CE/23/2019

Name of Work: "Repairs to fishing jetty at Vasco Bay for the year 2019."

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

- 1. Tenderers are required to fill the item rates and the total amount at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered.
- 2. The item rate 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 percentage/rate, etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted.
- 4. The rate and amount should be legibly written in figures as well as in words, in the space provided for. Erasures or corrections in figures or in words, without Tenderer's initials, will render the tender liable for rejection.

CHIEF ENGINEER



Tender No:- CE/23/2019

Name of Work: "Repairs to Fishing Jetty at Vasco Bay for the year 2019."

SCHEDULE OF QUANTITIES & RATES

Item no.	ITEM	Appx. QTY	UNIT	RATE Inclusive of ST > Rs.(in figures and words)	AMOUNT (in figures)
1	2	3	4	5	6
1	Demolishing and clearing of cement concrete in trap stone metal, disposal of unserviceable material within a lead of 100m including all tools & plant, labour etc. complete.	4.50	Cubic Metre		
2	Supplying and dumping of laterite boulders of approx., size not less than 30cms size inside structural steel jetty as directed for filling to the required level including compaction of the top 30 cm layer, watering and making base as directed for providing concrete. All labour and materials, tools, plant etc. complete. (Note: Measurement for payment will be Truck measurements without deduction of voids)	6.00	Cubic Metre		
3	Providing and laying (1:2:4)(cast-in-situ/RMC)concrete using 20 mm graded black trap stone metal out of quarried boulders as coarse aggregate including mixing, depositing, shuttering, consolidating, levelling, curing etc. All labour and material, tools & plant etc. complete.	4.50	Cubic Metre		

4	Driving of Old Rails 90 R or of any other section, 5-8m long vertically into the sea bed to a minium 1.5 to 2.00 mts below or o the depth of point of rejection at locations as directed including joining of rail pieces if required to attain required length/height, All tools, plant, material, lead, lift, labour etc. complete. NOTE: 90R rails will be issued by dept free of cost at AXEN/RLY.yard/MM./any other area of MPT but transportation, loading & unloading etc., shall be arranged by the contractor at his own cost. All tools, plant, labour and material etc., complete.	18.00	Quintal	
5.	Strengthening of fishing jetty at Vasco bay by fabricating & erecting in position Old rails of 90R or of any other section. Fabrication of structural members/bracing shall be carried out wherever required by dismantling the existing corroded members in front and below the deck surface, removing of existing tyre fenders as directed, including removing the existing M.S. deck plates for providing bracings, horizontal/vertical rails including straightening the M.S. deck plates and re-fixing/welding the same back in position including welding the existing dislocated rails back in position if any, including re-fixing the removed tyre fenders back in position by using new D- shackle of required size, cutting the chain to required length as directed after completing the strengthening work to the satisfaction of departmental representative as directed, including cost of cutting, transporting the above material to site including hire charges of diesel generator, welding/cutting set, cables, gas, electrodes, storage and safety of departmental materials etc. All labour & material, tools & plant, leads and lifts, labour etc., complete. NOTE: Only Old rails 90R or of any other section, will be issued by dept., free of cost at AXEN/RLY. yard/MM/any other area of MPT but transportation, loading & unloading etc. shall be arranged by the contractor at his own cost. All tools, plant, labour and material etc.	98.00	Quintal	

	complete				
6.	Strengthening of fishing jetty at Vasco				
	bay by fabricating & erecting in				
	position structural steel work in single section viz. new M.S. Plate 10mm thick				
	etc. as directed including cutting and				
	dismantling of any structural steel				
	member, old plates, old rails, existing				
	tyre fenders, etc., cutting, hoisting,				
	fixing in position/replacing corroded				
	MS plate with new plate of 10 mm thick				
	for deck surfaces ,also providing				
	web/slice plate pieces of 10cms., wide				
	and required length wherever required				
	including hire charges of diesel				
	generator set, gas cutting, electrodes,				
	welding/cutting set etc. All labour &	41.00	Quintal		
	materials, tools & plant leads and lifts				
7	etc. complete . Fixing of Old truck size tyre fenders				
/	wherever missing/damaged to the				
	horizontal rails of the fishing jetty with				
	20mm/16mm/12mm dia. MS chain				
	using 2 nos. D-shackles of appropriate				
	size, including cutting of chain to				
	required length as directed, making				
	three holes per tyre including hire				
	charges of plant/machinery, electrodes,				
	etc., complete. All tools plant, labour				
	and materials leads and lifts, transport				
	etc. complete. (Old tyres and M.S				
	chain will be supplied free of cost by dept., at AEN(GCB) yard/MM stores,				
	Baina and cost towards transporting,				
	loading & unloading etc., shall be	55.00			
	arranged by the contractor and	00.00	Number		
	included in the item rate.				
8.	Removal of old corroded M.S.chain				
	about 3.5m long of the existing tyre				
	fenders and fixing it with new M.S.				
	chain to the horizontal rails of the				
	fishing jetty with 20mm/16mm/12mm				
	dia m.s chain using 2 nos D-shackles				
	of appropriate size including lifting &				
	removing of old tyres for removing old				
	corroded chains & then placing back in				
	position after providing new chains				
	cutting welding and dismantling of any existing structural steel member,				
	plates, old rails, as required and as				
	directed. All tools, plant ,transport,				
	labour and materials etc. complete.				
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(M.S chain will be supplied free of cost by dept., at AXEN/GCB yard/MM stores, Baina) and cost towards transporting, loading & unloading etc. shall be included in the item rate. **Total = Rs.** **NOTE** While quoting for the work the contractor should take into according wastage/idling of labour due to high tide, rough sea condition, bad weat movement of fishing trawlers & fishing community, etc. The contractor should deploy adequate men and machinery to ensure completion work within the scheduled completion period. The old retrieved material such as old rails, M.S. chain, rails, tyres shall stored properly and handed over to department. TOTAL AMOUNT inclusive of all type of taxes , excluding GST, IN FIGURE TOTAL AMOUNT IN WORDS (RUPEES) only) It is certified that I/we have written the unit rates in figures and words. Signature of Tenderer with company seal					
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with company seal	Name and Address of Tenderers				
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	Date:		- 1		

Place:----

Place:-____



Name of work: "Repairs to fishing jetty at Vasco Bay for the year 2019."

DECLARATION

- 1. I/we hereby declare, that I/we have read and understood the General conditions and Specifications of the work which are printed in Vol-I, supplied to me/us be the department which will form a part of tender and shall remain binding on me/us.
- 2. I/We inspected the site and understood the scope f work accordingly submitted our rates.

Signature of Tenderer.