

### MORMUGAO PORT TRUST ENGINEEIRNG (CIVIL) DEPARTMENT TENDER NO: CE/03/2017

A.	1.	FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS  Name and full address of the Contractor :  To whom the Tender Documents are issued.			
	2.	Whether registered with Engineering ( Department, if so, class of registration	•		
	3.	If not registered, reference to the let	etter of :		
		the Chief Engineer authorising issue	of the		
		Tender Documents.			
	4.	Date of issue of Tender Documents.	:		
			SIGNATURE OF AXEN/Accts		
	1.	Name of work	Annual Maintenance Contract for cleaning public toilets at Headland for a period of 300 days.		
	2.	Cost of Tender set Documents	: Rs.1,000/-		
	3.	Date of issue of Tender Documents	:From 01/02/2017 to 16/02/2017		
	4.	Date of receipt of tender and time.	: 17/02/2017 at 15.00hrs		
	5.	Amount of E.M.D.	:Rs.8500/-		
	6.	Date of opening of tender and time.	: 17/02/2017 at 15.30hrs.		
	7.	a) Whether E.M.D. received.	:Yes/No.		
		b) If so, in which shape.	:D.D./Cash Receipt.		
	8.	Form of contract.	:Percentage Rate.		
	9.	Whether tender received in duplicat	e. :Yes/No.		

AXEN/Accts Executive Engineer (HL)

Whether rates have been Quoted in both

Total No. of Tenders received for the work. :

the tenders in words and figures.

10.

11.



#### **TENDER NO. CE/03/2017**

Annual Maintenance Contract for cleaning public toilets at Headland for a period of 300 days.

- 1. Tender Notice.
- 2. Form of Tender.
- 3. Appendix I.
- 4. Additional General Conditions of Contract.
- 5. Scope of work.
- 6. Directions to Tenderers for filing in the Schedule of Quantities and Rates.
- 7. Schedule of Quantities & Rates.
- 8. Form of Performance guarantee / Bank guarantee bond
- 9. VENDOR REGISTRATION FORM

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



## TENDER NO. CE/03/2017 TENDER NOTICE NO. CE/N-03 /2017

Sealed tenders in Single cover systems are invited on Percentage Rate Basis from the contractors registered with MPT, PWD/CPWD/Railway, Central/state Govt., GSIDC, etc. Unregistered Contractors also can apply for tender subject to fulfilling the eligibility criteria stipulated in the tender.

Sr.	Name of work	Cost of tender	Sale of tender
No.		document (non	documents
		refundable)	From/To
	Estimated cost of work put to	Earnest money	Date of
	tender.	deposit	opening of
			tender
1.	Annual Maintenance Contract	Rs. 1,000/-	01/02/2017
	for cleaning public toilets at		То
	Headland for a period of 300		16/02/2017
	days.		Upto 3.00p.m.
	Rs. 4,15,800/-	Rs.8500/-	17/02/2017
	Class 'E' and above		at 3.30 p.m.

- 1. 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.1,000/- which sum will not be refunded. Additional set can be had on payment of Rs.1,000/- (Non-refundable), if desired.
- 2. The interested firms may alternatively download the Tender Documents from the Mormugao Port Trust web site <a href="http://www.mptgoa.com">http://www.mptgoa.com</a>
  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 (Vol-I) issued to the contractors contains instructions to tenderers, General and Special Conditions of Contract, General Specifications and forms an integral part of the tender documents.

- 1. Tender documents will not be sent by Post or Courier Service.
- 2. The proposed work comprises of :-

Cleaning of toilets, bathrooms, wash places, urinals, wash basins, etc as mentioned in the specifications.

The work is to be carried out as described in Schedule of Quantities & Rates attached herewith to this tender and as directed at site.

- 3. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs.8500/- (Rupees Eight thousand five Hundred only), and E.M.D should be lodged in the form of Bankers Cheque or Demand Draft or Pay Order drawn in favour 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.
- a. The E.M.D should be put in a sealed envelope and marked as "EMD" and should be submitted along with the tender in a sealed envelope. The Sealed envelope containing the tender document including the sealed envelope enclosing the EMD shall bear the identifications like (i) Tender No. (ii) Description of works (iii) Bidders name and Address and (iv) Due date and time of bid opening. If the envelopes are not sealed properly, Mormugao Port Trust will assume no responsibility for the misplacement or premature opening of the bids submitted and same is liable for rejection.
- b. Bids if not accompanied with requisite EMD as indicated at 3 above and in the manner described above shall be treated as invalid and shall not be opened.
- C. E.M.D. of the Tenderers except first three lowest tenders will be Refunded to Contractors. Contractors are requested to contact the AXEN/Accts, Chief Engineer's Office, Administrative Office, Mormugao Port Trust for claiming such refund 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 this Port Trust.

- e. 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.
- 4. Security Deposit: 10% of the work done or value of contract, whichever is more.
- a) Amount to the extent of 5% of the value of contract to be paid in cash or in the form of a Bank Guarantee at the time of acceptance of the tender, as initial Security Deposit.
- b) The remaining 5% of Security Deposit to be deducted from the running account bills at 10% of each running bill till the entire security deposit of 5% of value of contract are recovered. However, the contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank Guarantee (s) for like sum (s) at any stage (s) of the work.
- c) The entire amount of 10% of the value of the contract may be paid in cash Demand Draft /Pay Order or in the form of Bank Guarantee at the time of acceptance of tender.
  - i) The Retention Money of 5% of the contract Price will be released after successful completion of the work and after issue of Completion Certificate by the Chief Engineer.
- 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.
- 5. Unregistered Contractors who desire to purchase the tender copy he/she will have to apply for registration and pay 100% of the registration fees. If after the scrutiny of his/her application he/she is found suitable for the class for which tenders are invited, his/her tender will be considered along with other tenders. Otherwise, his/her tender will be not considered.
- 6. Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of tenders.

- 7. 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.
- 8. 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.
- 9. 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 (HL), Tel No: 2594609.
- 10. 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.

The original tenders to be submitted should be enclosed in as sealed cover and superscribed "Annual Maintenance Contract for cleaning public toilets at Headland for a period of 300 days." and should be addressed the Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland. Sada, Goa-Pin: 403804.

- 11. The tenders complete in all respects should be placed in the Tender Box kept inside the cabin of AXEN/Accts, Chief Engineer's office at A.O. Building, 2<sup>nd</sup> floor, Mormugao Port Trust upto 15.00 hrs. on due date and opened at 15:30 hrs. on the same day in the presence of such tenderers who may wish to be present.
- 12. The Tenderers should specifically note that their OFFERS SHOULD REACH THIS OFFICE ON OR BEFORE THE DUE DATE AND TIME. OFFERS RECEIVED LATE WILL NOT BE CONSIDERED. TENDERS SENT BY POST WILL BE REJECTED.
- 13. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
- 14. Unsigned tenders will not be considered.
- 15. Sales Tax, Income Tax etc. as applicable from 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.

- 16. The Contractor should comply with the provision of the Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
- 17. The Tenderers should strictly note that they should be not allowed to fill in the tender or seal the tender in Mormugao Port Trust premises.
- 18. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.



#### **TENDER NO. CE/03/2017.**

# Annual Maintenance Contract for cleaning public toilets at Headland for a period of 300 days.

#### FORM OF TENDER

The Chief Engineer,
Mormugao Port Trust.
I/We do hereby offer to
execute the work comprised in the annexed Tender Notice "Annual
Maintenance Contract for cleaning public toilets at Headland for a period of
300 days" in strict accordance with the instructions to Tenderers, General
conditions of Contract, Specifications etc. at the Percentage Rate entered in
the attached Schedule of Quantities and Rates.

2. I/We undertake to carry out the work included in the Schedule of Quantities and Rates with the contract period of **300 working days** from the date of release of purchase order or from the date mentioned thereof. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of Mormugao. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/We agree that the liquidated damages at the rate of (0.5%) of the contract price per week or part thereof delay in work subject to a maximum ceiling at 5% of the contract price represents a fair estimate of the loss likely to result from the delay.

- 3. I/We send herewith a sum of Rs.8500/- (Rupees eight thousand five 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 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 Board of Trustees towards part of the Initial Security Deposit and to make further deposit by Bankers cheque/demand draft in the favour of FA&CAO,MPT, Headland, Sada payable at Vasco- Da- Gama, Goa/by way of a Bank Guarantee, within (7) Seven days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust. The Board of Trustees will also have the option to retain the entire amount for Initial Security Deposit of 5% of the Contract Price in the form of Bank Guarantee.
- 6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 5% of the contract price of my/our tender by way of deductions from my/our bills at the rate of 10% of the gross value of work certified in each bill till the amount of 5% of the contract price is accumulated.
- 7. I/We agree to abide by this tender to be valid for the period of 180 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 our while tendering for the contract.
- 10. I/We request that early payment of 100% of the amount of interim bills be made from time to time in advance of such bills being audited.
- 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	

Ours is a partnership firm and the names of all major partners are given below: Mama

A ~~

	<u>name</u>	<u>Age</u>
1		years
2		Years
3		Years
4		Years

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

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

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

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

12.	The **	Bank's	Guarantee	referred	to in	Para _	No.5	above	will	be froi	n
13. regist	-	-	re registered cate No. is _	_	_			s Tax Ao	ct and	my/ou	ır
14.	The	name a	nd address	of our Bar	nker is	**					
	er you	ı may ı	stand that tl receive and signing any	may reje	ct the	same					
	vork v	which a	and under re printed in part of tende	in Volume	e –I suj	pplied	to m	e by th	ie Dep		
	action a) b) c) d) (Note depa	ortense to tense Organ List of Bar C List a propo e: a &	nd descripti sed to be us b are not	rt. rks carried ion of mained on this mandator	d out by n plant s work. ry for 1	y  me/ 1	us. equipn	nents	-		
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	ess: -										
			Day of _		2017						
Witne	ess: -										
N.B.:			it whicheve Name of t				ated.				

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## **TENDER NO. CE/03/2017**

# Annual Maintenance Contract for cleaning public toilets at Headland for a period of 300 days.

APPENDIX-1

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

	<u>Particulars</u>	Clause	of G.C.
1.	Amount of initial security and time	11(1)	Five percent of the contract price and period 18 months.
2.	Period for commencement from the Chief Engineer's orders to commence.	38	7 days
3.	Period of Completion	40	300 working Days (excluding Sundays and public holidays)
4.	Amount of liquidated damages.	43	Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.
5.	Period of maintenance	45(1)	Not applicable.
6.	Percentage of retention from each running account bill	54(1)	10% value of the contract. Also please refer Cl.No.5 of additional instructions to tenderers.
7.	Limit of Retention Money	54(1)	5%value of the contract.
8.	Total initial Security Deposit and Retention Money.	11(1)	10% value of the contract.
9.	Minimum amount of interim certificate.	54(1)	Rs.50,000/-

10. Time within which payment to be made after contractor's submission of the bill.	54(1)	date of bill subron the joint meas	nitted	based
11. Mobilization Advance	69	Not Applicable contract.	to	this
12. Interest rate on mobilization advance.	69	Not Applicable contract.	to	this
13. Mode of recovery of mobilization advance	69	Not Applicable contract.	to	this
14. Variation in price of labour and materials	70	Not Applicable contract.	to	this
15. Arbitration	66	Not Applicable contract.	to	this
16. Minimum amount of third party insurance.	Clause No: 13,14,15 &1 of special Instructions	6	lue	
Dated this day of		2017		
Signature in the capacity	of			
duly authorized		tender for and		
on behalf of ( IN BLOCK LET				
ADDRESS	:			
			-	
Witness:				
Occupation :				



#### **TENDER NO. CE/03/2017**

Annual Maintenance Contract for cleaning public toilets at Headland for a period of 300 days.

#### 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 Sales Tax, General Tax, Octroi, Excise Duty, Income Tax etc. excluding service tax 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 by department free 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 in all respects, if supplies from Mormugao Port Trust mains are inadequate.
- (b) Water charges levied by MPT will be borne by the contractor.
- (c) 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.

## (ii) <u>Electricity</u>:

Electric supply will be given **at the prevailing rates** and supply point will be indicated by the CME's Department, if required, and the contractor shall provide his own cable from the supply point to the place of work.

- 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 be fully responsible for workers employed by him during execution of work from time to time and submit the details to the section.
- 6(a) Without 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 premia 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 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 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 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 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.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.
- 10. 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.
- 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, 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.

#### 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 contract, the contractor shall at his own expenses provide footwear and gloves for all labour employees at site and all other types of work involving the use of chemicals and detergent, etc. to the satisfaction of the Chief Engineer or his Assistant.

#### 15. ACCIDENTS:

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

- 16. The 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.
- 17. 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 the said tax also.
- 18. 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.
- 19. All applications for issuance of Photo Identity Card shall be routed through the Chief Engineer, who shall forward the same to the Port's Traffic Department, whose pass section will issue the Photo Identity Card to the contractor or his agent on payment of necessary fees as prescribed from time to time and the same shall be valid for the duration of the contract or a period of one year, whichever is less.
- 20. 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 within a period of fourteen days after completion of the work and leave the whole of the site clean to the satisfaction of the Chief Engineer.
- 21. Lease rent shall be charged to the contractors for the area allotted for construction of their temporary sheds for site office/ store /labour hutment's required in the contract works as per Port Scale of Rates.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. All the debris/kutchra etc. arising out of this work shall become the property of the contractors and they shall make necessary arrangements to dispose it off at no extra cost to Port Trust. The debris/kutchra etc. shall not be dumped in Port Trust estate. If any of Port Trust debris/kutchra etc. is found dumped in MPT estate, a fine of Rs.5,000/- per lorry load will be recovered from the contractor.
- 27. 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.
- 28. 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.

#### 29. SUPPLY OF MATERIALS:

No material to be supplied by the MPT except in case of extra occupied HOD units which shall be reimbursed through imprest proportionately. Contractor shall make his own arrangements to procure all the materials whatsoever required for the execution of the works covered under this tender.

- 30. 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.
- 31. 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.

#### 32. MODE OF PAYMENT:

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

- (i) Minimum amount of Interim Certificate shall be Rs. 50000/- (Rupees fifty thousand only).
- (ii) 100% of the bill will be paid within 20 working days from the date of acceptance of bill by the department and bill submitted based on joint measurement.
- (iii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealing with the Mormugao Port trust.
- (iv) Retention Money will be recovered through the bills at the rate of 10% of the amount certified in each bill, till an amount equivalent of 5% of the Contract Price is accumulated.

Secured advance against materials brought to site for permanent works will paid to the contractor as per General Conditions of Vol-I clause No.541(b).

The Chief Engineer may sanction part rates for partly executed items of work mentioned in the Schedule of Quantities and 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.

#### 33. 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, laying 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.

34. 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.

- 35. 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.
- 36. The contractor shall have 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.
- 37. The Tenderer shall submit an Organization Chart to list Key Personnel employed and their experiences.
- 38. Price Escalation: (This clause in not applicable).
- 39. Mobilization Advance: (This Clause is not applicable).
- 40. Arbitration (This Clause is not applicable)
- 41. Quantities showed in schedule of quantities are approximate which may varies, depending upon the nature of works involved as per site condition. If required additional quantitity of material the contractor has to arrange of his own and no additional cost will be borne by the MPT. In this regard, the contractor has to analyze accordingly whilst quoting the subject tender.
- 42. Service Tax Registration for the bidder is mandatory. Bidder has to enclose attested copy of the Service Tax Registration cerificate along with the tender. Service Tax has to be claimed extra as applicable while submitting the bills. Payment shall be made as per the existing norms.

## Penalty for non satisfactory works

- 43 The contractor shall not be entitled for payment on the day for particular unit when the cleaning operation have not been carried out satisfactorily at any specific unit (i.e. WC, Wash basins, Urinals etc.) or part thereof and such occasion, MPT shall be free to recover double the quoted amount for that particular day per unit as mentioned in the specifications.
  - a) Minimum three sanitary sweepers to be deployed. At secluded places (like HOD's Enclave, MRH-I and Bachelor's Qtrs., vocational centre and central Record Room) minimum two sanitary sweepers to be deployed in case Female sanitary sweeper's are deployed. For absence of sanitary sweeper, deduction @ Rs. 400/- per day on that particular day will be implemented. In case if it is observed that two Female sanitary sweeper's are not deployed in secluded places. Contractor shall be held responsible for any untoward incident

- happening on account of deploying single female sanitary sweeper at secluded places.
- b) Contractor should ensure that daily report regarding the work done in MRH-I is to be certified by AEN(HL-I) in separate sheet.
- c) If reporting/ Submission of details of work carried out certified by the users is not done to the section office, deduction @ Rs. 100/-per day on that particular day will be implemented.
- d) If continuous cleaning is not done for three consecutive days, then action deemed fit will be initiated by the department.
- e) Purchase bills/ challans of material for minimum stock shall be submitted for two months period regularly.
- 44. The contractor shall maintain the entrances of the toilets including dado portion of the toilets/bathrooms in clean & hygienic condition by washing with detergent daily including removal of cobwebs.
- 45. Price shall be inclusive of cleaning/ washing at least once in a week the entire entrance portion and corridor of all the three bachelor accommodations including staircase portion.
- 46. 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.
- 47. 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 neighbourhood of the works against the same.



#### TENDER NO. CE/ 03 /2017

Annual Maintenance Contract for cleaning public toilets at Headland for a period of 300 days.

#### SCOPE OF WORK

- 1. Deployment of adequate number of Sanitary Sweepers.
- 2. Cleaning and up keeping of toilets, bathroom, urinals, wash basins, and wash places, drinking water places and points etc. twice a day.
- 3. Cleaning of toilets should be done once a day within 7.45 -13.00 hrs. & 14.00-17.00 hrs. Cleaning of toilet blocks consists of urinals, WC, wash basins, floor, dado with detergent powder like Vim, Biz, harpic, phenol, removal of stains using Hydrochloric Acid, placing minimum 3 nos. of naphthalene balls in urinal basin and 1 (One) No. in wash basin etc
- **4.** Providing safety equipments like Gum boots, Gloves to all the workers etc. are to be strictly complied with.
- 5. Cleaning /washing at least once in a week the entire entrance portion and corridor of all the three bachelor accommodations including staircase portion.
- **6.** Necessary supervision from contractor's end to be arranged along with reporting to section office.



#### **TENDER NO. CE/03 /2017**

Annual Maintenance Contract for cleaning public toilets at Headland for a period of 300 days.

# <u>DIRECTIONS TO TENDERERS FOR FILLING</u> <u>THE SCHEDULE OF QUANTITIES & RATES.</u>

- 1. Tenderers are required to fill in their percentage rate at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered. Only one percentage rate on all Rates of Schedule of Quantities & Rates shall be named.
- 2. The Percentage Rate inserted shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity.
- 3. Quantity of each item of work mentioned in the Schedule should be noted and the item rate worked out carefully, having regard to the specifications before submitting the tender, as no variation in rates etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted. The percentage rate, above or below the Schedule/Estimated rate, indicated at the end of the Schedule of Quantities & Rates, will apply to each item, of the tender and any excess in the item that may be directed to be executed by the Chief Engineer.
- 4. Tenderers are requested to note that though the contract is for percentage rate, they are required to add or deduct the amount due to this percentage, as the case may be and work out the final figures (amount of their tenders), at the end of the Schedule of Quantities & Rates.
- 5. The item Rate should be legibly written in figures as well as in words, in the space provided for and Erasures or corrections in figures or in words, without Tenderers initials, will render the tender liable for rejection.



## MORMUGAO PORT TRUST ENGINEERING (CIVIL) DEPARTMENT Tender No. CE/03/2017

Annual Maintenance Contract for cleaning public toilets at Headland for a period of 300 days.

## SCHEDULE OF QUANTITIES & RATES

Ite m No	Description of work	App rox Qty.	Unit of Qty in words	Rate in Fig/ words	Amount Rs. Ps.
1	2	3	4	5 6	7
	Cleaning and up keeping of toilets, bathrooms, urinals, wash basins, wash places, drinking water points, etc. in good hygienic condition once in a day during Port working days for below mentioned units at Headland using detergent, phenyl and using cleansing liquid like Harpic, Dettol, placing of Naphthalene balls, etc. including removal of cobwebs, cleaning of floors and keeping the approaches to toilets in clean and hygienic condition and cleaning of the inside dust bins of the AXEN(HL) office. All tools, plant labours and materials, etc. complete. Contractor has to submit the daily report countersigned by appropriate occupant /office bearer representative to the site office everyday.(Minimum three sanitary sweepers on all the days except sundays & holidays) Approximate qty to be used for 2 months: 1)Coconut brooms-21 nos 2)Toilet brush-10nos 3)Acid-34 L 4)Phenyl-53L 5)Napthalene balls-7.50Kg 6)Harpic 500ml bottle-15nos  Note: 1) Necessary penalty will be imposed for non compliance. 2) In case of HOD's unit occupancy increases contractor shall carry out the cleaning with the same deployed labour component. 3) Compensation for extra consumables shall be reimbursed	3	4	5 0	

	through Imprest cash for extra units on				
	submission of bills.				
а	Civil Maintenance Office (i/s) unit	300	DAY	63/-	18900
b	Civil Maintenance Office (0/s) unit	300	DAY	63/-	18900
С	Civil Maintenance Office new unit	300	DAY	63/-	18900
d	Bachelors Quarters-I	300	DAY	63/-	18900
e	Bachelors Quarters-II	300	DAY	63/-	18900
f	Bachelors Quarters-III	300	DAY	63/-	18900
g	Canteen	300	DAY	63/-	18900
h	Post office unit	300	DAY	63/-	18900
i	Consumer society unit	300	DAY	63/-	18900
j	Elect. Maint. Office unit	300	DAY	63/-	18900
k	Vocational centre unit	300	DAY	63/-	18900
1	Signal Station unit	300	DAY	63/-	18900
m	central Record Room unit	300	DAY	63/-	18900
n	Meteorological Office unit	300	DAY	63/-	18900
0	HOD Bungalow no.1	300	DAY	63/-	18900
р	HOD Bungalow no.2	300	DAY	63/-	18900
q	HOD Bungalow no.3	300	DAY	63/-	18900
r	HOD Bungalow no.4	300	DAY	63/-	18900
S	HOD Bungalow no.6	300	DAY	63/-	18900
t	HOD Bungalow no.8	300	DAY	63/-	18900
u	MRH-I (i/s) unit	300	DAY	63/-	18900
v	MRH-I (o/s) unit	300	DAY	63/-	18900
				Total	4,15,800

Note: Please refer clause No. 43 of additional General conditions of Contract for penalty.

TOTAL AMOUNT OF TENDER INCLUSIVE OF S.T & G.T = Rs 4,15,800

1. ADD	_% (IN FIGURES)
In words	
Over the above amount at "A" i.e	Rs
	OR
2. DEDUCT % In words	% (IN FIGURES)
From the above amount at "A"	i.e. Rs

3. Total Quoted Tender Amou Rupees	nt inclusive of Sales & General Taxes in words-
<del>-</del>	Only.
CASE MAY BE" NOTES: 1. Tenderers should score 2. Tenderers are advised tendering. 3. The quantities given all	either "ADD "or "DEDUCT" as the case may be. in their own interest to inspect the site beforeove in the schedule of Quantities and Rates armished for the guidance of the tenderers.
Witness's:	Tenderer's:
Signature:	Signature:
Name :	Name:
Address:	Address:
Tel No:	
Data	
Date:	Date:



## Form of Performance guarantee / Bank guarantee bond.

In consideration of the Board of Trustees of Mormugao Port Trust
(hereinafter called "The Board") having offered to accept the terms and
conditions of the proposed agreement between Board and
(hereinafter called " the said contractor(s)" for the
work(hereinafter called "the said agreement")
having agreed to production of an irrevocable Bank Guarantee for
Rsonly) as a security/guarantee
from the contractor(s) for compliance of his obligations in accordance with the
terms and conditions in the said agreement.
1. We(hereinafter referred to as
the "Bank") hereby undertake to (indicate the name of the Bank)
Pay to the Board an amount not exceeding
Rs(Rupeesonly)
on demand by the Board.
2. Wedo hereby undertake to pay the
amounts due and payable(indicate the name of the Bank)under this
Guarantee without any demur, merely on a demand from the Board
stating the amount claimed is required to meet the recoveries due or likely
to be due from the said Contractor(s). Any such demand made on the
Bank shall be conclusive as regards the amount due and payable by the
Bank under this Guarantee. However, our liability under this Guarantee
shall be restricted to an amount not exceeding
Rs(Rupees
only).
3. We, the said Bank, further undertake to pay to the Board any money so
demanded not withstanding any dispute or disputes raised by the
Contractor(s) in any suit or proceeding pending before any Court or
Tribunal relating thereto, our liability under this present being absolute
and unequivocal. The payment so made by us under this bond shall be a
valid discharge of our liability for payment there under, and the
Contractor(s) shall have no claim against us for making such payment.
4. We further agree that
the Guarantee herein contained shall(indicate the name of the Bank)
remain in full force and effect during the period that would be taken for
the performance of the said agreement, and it shall continue to be
enforceable till all the dues of the Board under or by virtue of the said

agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge on behalf of the Board, it certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

- 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7. We...... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Board in writing.

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