



**MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
TENDER NO: CE/78/2016**

FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

- A. 1. **Name and full address of the 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. :

SIGNATURE OF ASST ENGINEER (ACCOUNTS)

- B. 1. Name of work : **Dismantling of old defunct railway track at T1-Shed in GCB**
2. Cost of Cash set of Tender Documents : Rs.1,000/-
3. Date of issue of Tender Documents : From : 08.09.16
To : 11.10.16(Extended)
4. Date of receipt of tender and time. : Up to 12.10.16 (Extended) at 15.00 hrs.
5. Amount of E.M.D. : Rs 3950/-
6. Date of opening of tender and time. : Opened by us on 12.10.16 (Extended) at 15.30 hrs.
7. a) Whether E.M.D. received. : Yes/No.
b) If so, in which shape. : Cash/Demand Draft.
8. Form of contract. : Item Rate
9. Whether tender received in duplicate. : Yes/No.
10. Whether rates have been quoted in both the tenders in words and figures. :
11. Total No. of Tenders received for the work.

Asst. Exe.Engineer (Acct)

SIGN. OF EXECUTIVE ENGINEER/VSG



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MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/78/2016

Name of Work: Dismantling of old defunct railway track at T1-Shed in GCB

GENERAL INDEX

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7. Directions to tenderers for filling in the Schedule of quantities & rates
8. Schedule of Quantities & Rates

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



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/78/2016
TENDER NOTICE NO. CE/N-79/2016

Sealed Item rate tenders in Single Cover System are invited from the Contractors registered with Engineering Civil Department (M.P.T.), P.W.D. / C.P.W.D. / Railway, Central/State Govt., GSIDC, etc. Unregistered Contractors also can apply for tender subject fulfilling the Criteria and the conditions given below.

Sr. No	Tender No.	Name of work	Cost of tender document (non-refundable)	Sale of tender documents From/To
	Class of Contractor eligible of tender	Estimated cost of work put to tender	Earnest Money Deposit	Date of opening Of tender
1.	CE/78/2016	Dismantling of old defunct railway track at T1-Shed in GCB	Rs. 1,000/-	08.09.2016 To 11.10.2016 (Extended) Up to 3.00pm
	Class E and above	Rs. 1,95,600/-	Rs. 3,950/-	12-10-2016 (Extended) at 3.30 p.m

N.B:

- 1) Tender documents can be purchased at the office of the Chief Engineer, Mormugao Port Trust at Headland, Sada, Goa after producing evidence of registration in the appropriate class with the Engineering (Civil) Department of Mormugao Port Trust and after payment of necessary charges in the Cash section of Finance Department. Contractors who are not registered may also be issued tender documents subject to the provisions of MPT Regulations for registration of contractors. Tender documents will be sold between 09.30 hours to 12.00 hours and 14.00 hrs. To 15.00 hrs. From Monday to Friday excluding Port Holidays.
- 2) Tenders duly super scribed with the name of the work should be submitted in single cover and sealed with gum and with sealing wax/lac as stipulated in Clause no, 5 of Special instructions to Tenderers and reach the office of the Chief Engineer, Mormugao Port Trust, Headland Sada – 403 804, not later than 14.30 hrs. On the opening of the tender.
- 3) Tender documents will not be sent by post or courier service.

- 4) The complete tender document is available on MPT web site www.mptgoa.com. and Tenderers may download the same and submit as tender offer in duplicate on or before the due date and time of submission. They shall pay the cost of the tender document (non-refundable) by Demand Draft in favour of “Financial Advisor and Chief Accounts Officer (FA & CAO/MPT), Mormugao Port Trust payable at Vasco-Da-Gama, Goa. At the time of submission of application form and bid documents, the Demand Draft / Cash Receipt in original are to be attached to the tender document. However, in such a case, they shall inform in writing to Mormugao Port Trust immediately on down loading the tender documents. They shall also pay Rs.1,000/-, towards the cost of tender on / before due date and time of submission of Tender otherwise the tenders shall be rejected.
- 5) Right to reject any or all tenders without assigning any reasons thereof, are reserved.
- 6) **Conditional tenders are liable to be rejected.**
- 7) If any unregistered contractor wishes to purchase the tender copy, he has to apply for registration, pay 100% of the registration fees. If after the scrutiny of his application, he is found suitable for the class for which tenders are invited, his tender will be considered along with other tenders, and otherwise his tender will be ignored.

Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa-403 804.

CHIEF ENGINEER

Date:



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/78/2016

Name of Work: “Dismantling of old defunct railway track at T1-Shed in GCB”

1. TENDER NOTICE

1. Sealed tenders in Single Cover System are invited on behalf of Mormugao Port Trust from contractors registered with M.P.T. / P.W.D. / C.P.W.D. / Railway, Central/ State Govt., GSIDC, etc. under Class "D and above (of MPT)" for the work of **“Dismantling of old defunct railway track at T1-Shed in GCB”** Unregistered contractors also can apply for tender subject to fulfilling the conditions as stipulated.

2. The tender set consisting of the Tender Notice, Additional Instructions to Tenderers, Special Conditions of Contract, Schedule of Quantities and Rates and Form of Tender may be obtained from the Office of Chief Engineer, Engineering (Civil) Department Mormugao Port Trust at Headland, Sada, Goa on payment of Rs. 1,000/- which sum will not be refunded. Additional set can be obtained on payment of Rs. 1,000/- (Non- refundable), if desired. The bidding party should pay the cost of the tender document (**non-refundable**) by **Demand Draft** in favor 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.

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

3. Tender documents will not be sent by Post or Courier Service.

4. The proposed work comprises of: -

- Dismantling of existing B G Track 90R/52kg rails laid on concrete sleepers including removing the check rails, fittings, and fastenings etc.PSC sleepers should be left in its original position after detaching all the rails, fittings and fastenings.
- Transporting and stacking the retrieved material at marshalling yard or specified location directed by the Chief Engineer or his representative.
- Rough leveling of the premises.

5. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs. 3950/- (Rupees three thousand nine hundred fifty only), and E.M.D. should be lodged in the form of Demand Draft drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at Vasco-da-Gama, Goa or by Cash and a cash receipt obtained from A.O. (Cash), is required to be enclosed along with the Tender in originals. In any case, E.M.D. in the form of Cash/ Cheque along with tender will not be accepted.

a. The E.M.D. and the Tender documents in single covers should be put in separate sealed envelopes and both envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as "EMD," as the case may be. The outer envelope 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.

b. Bids if not accompanied by the requisite E.M.D. as indicated at 5 (a) above shall be treated as invalid and shall not be opened.

c. E.M.D. of the unaccepted Tenderers excepting three **selected tenders** will be refunded to Contractors. Contractors are requested to contact the Senior Assistant Secretary, Chief Engineer's Office, Main 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 Certificate
- g. ESI No.

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

e. EMD of the other unaccepted tenderers will be refunded to them only after acceptance of Work Order by successful tenderer and only after lodgment of Initial Security Deposit (ISD) by the same contractor. E.M.D. of successful contractor will be retained towards Initial Security Deposit.

6. Security Deposit:

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.

Note:

i) The Bank Guarantee of 5% of the Contract Price as Initial Security Deposit will be valid till the prescribed date of completion of the work 45 days for the claims period (N.B: No maintenance period for this contract).

7. 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.

8. Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of tenders.

9. The entire work under this contract is required to be completed within 30 days from the date of receipt of pre-acceptance letter/ work order or release of site whichever is later.

10. 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.

11. 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.

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 / VSG, Tel Nos: 2594610.

13. The tenderers must not quote counter conditions involving extra expenditure. The tenderers should refrain from sending revised or amended offers after the closing date of the tender. The Chief Engineer reserves the right to reject such offers without assigning any reasons thereof.

14. The original tenders to be submitted should be enclosed in as sealed cover and super scribed **“Dismantling of old defunct railway track at T1-Shed in GCB”** and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, and Goa-Pin: 403804.

15. The tenders complete in all respects should be placed in the Tender Box (marked "Tender No: **CE/78/2016**") kept inside the cabin of Senior Assistant Secretary, Chief Engineer's Office at Main A.O. Building, 2nd floor, Mormugao Port Trust up to 3.00 pm on due date and opened at 3.30pm 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 theirs 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.
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. Unsigned tenders will not be considered.
19. Sales Tax, Income Tax etc. as applicable from time to time shall be deducted from the amount payable to the Contractor at source. Under no circumstances, taxes so deducted shall be reimbursed to the contractor.
20. The Contractor should comply with the provision of the Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
21. The Tenderer should strictly note that they shall be not allowed to fill in the tender or seal the tender in Mormugao Port Trust premises.
22. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.

CHIEF ENGINEER



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MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/78/2016

Name of Work: “Dismantling of old defunct railway track at T1-Shed in GCB”

FORM OF TENDER

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

I/We _____ do hereby
Offer to execute the work comprised in the annexed Tender Notice for **“Dismantling of old defunct railway track at T1-Shed in GCB”** in strict accordance with the Instructions to Tenderers, General Conditions of Contract, Specifications etc. at the Rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the work included in the Schedule of Quantities & Rates within 15 Days 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 Goa. 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's 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. 3,950 /- (Rupees three thousand nine hundred fifty only)** as a deposit or earnest money of my/our willingness to enter into the contract if my/our tender is accepted.

4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the Specifications, Schedule of Quantities & Rates attached to this tender.

5. I/We also agree, if awarded the contract, that the Earnest Money lodged with this tender will be retained by the Board of Trustees towards part of the Initial Security Deposit and to make further deposit by Bankers Cheque/Demand Draft in favour of **FA & CAO, MPT, Headland Sada** payable at **Vasco-Da-Gama, Goa** by way of Bank Guarantee or by Cash and a cash receipt obtained from A.O.(Cash), **FA&CAO / MPT**, within **7 (seven)** days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information

that my/our tender has been accepted by the Port Trust. 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 as applicable.

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 out while tendering for the contract.

10. I/We request that early payment of interim bills be made from time to time in advance of such bills being audited as per tender conditions.

11. *(A) Mine is a proprietary firm and I am the sole proprietor of the firm. My firm is/is not registered with Registrar of firms.

Name: _____

Age: _____ years

*(B) Ours is a partnership firm and the names of all major partners are given below:

	<u>Name</u>	<u>Age</u>
1.	_____	_____ years
2.	_____	_____ Years
3.	_____	_____ Years
4.	_____	_____ Years

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

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

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

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

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

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

14. The name and address of our Banker is ** _____

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

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

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

- a) Organization Chart.
- b) List of similar works carried out by me/us.
- c) Bar Chart.
- d) List and description of main plant and equipments Proposed to be used on this work.

(Note: a, b & d are not mandatory for registered Contractors with this department)

NAME AND ADDRESS OF TENDERER:-

SIGNATURE OF TENDERER

Witness: - _____

Date: _____ Day of _____ 2016

Witness: - _____

Witness: - _____

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

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



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

APPENDIX – I

Tender no CE/78/2016

Name of Work: “Dismantling of old defunct railway track at T1-Shed in GCB”

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

S.N.	Particulars	Cl. of G. C.	Details
1.	Amount of Initial Security Deposit and time	11(1)	Five percent of the contract price and period 2 months plus 3 months for Claim period for B.G..
2.	Period for commencement from the Chief Engineer's orders to commence.	38	7 days.
3.	Time of Completion	40	45 days
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)	NA
6.	Total initial Security Deposit and Retention Money.	11(1) 54(1)	5% value of the contract.
7.	Mobilisation advance	69	Not applicable to this contract.
8.	Interest rate on Mobilization advance	69	Not applicable to this contract.
9.	Variation in price of labour and materials	70	Not applicable to this contract
10.	Arbitration	66	Not applicable to this contract
11.	Payment		In addition to the Security Deposit, amount due to Port as per offer submitted to be paid by the Contractor within 7 days after receipt of letter of Intent.
12.	Minimum amount of third party insurance	Cl. 6-9 of Adl. General Condn. of Contr.	Not applicable to this contract

Dated this _____ day of _____ 2016
Signature _____ in the capacity of _____
_____duly authorized to sign tender for and on
behalf of _____.

(IN BLOCK LETTERS)

Tenderer Name and Address: _____

Witness: _____

Occupation: _____



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/78/2016

Name of Work: “Dismantling of old defunct railway track at T1-Shed in GCB”

ADDITIONAL INSTRUCTIONS TO TENDERERS

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

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

1. Sealed tenders are invited in single cover system for work described in the Tender Notice referred to herein before.
2. 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 180 days from the last date of submission of the tender document. (Whether or not the submitted tender(s) are opened or otherwise at the time of tenderer withdrawing his tender), the tender shall be cancelled and the Earnest Money (E.M.D) deposited by the tenderer forfeited to the trustees and if the tender is accepted the Security Deposit (SD) mentioned in Para 5 hereinafter will be furnished.
3. Tenderers must fill in the space provided for, in the Schedule of Quantities, Rates in figures as well as in words, they are willing to undertake the work.
4. Tenderer 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.
5. SECURITY DEPOSIT: The Security Deposit shall be 5% of the value of contract. The Successful Tenderer will be required to deposit the following amount as Security Deposit for the due fulfillment of the contract.
 - a. Initial Security Deposit (I.S.D.) shall be 5% of the Contract Price payable within 7 (Seven) days from the date of receipt of letter of Intent, in the form of Bank

Guarantee from any of the Nationalized Bank in the form annexed or Demand Draft/ Bankers Cheque/ Pay Order addressed to FA&CAO, MPT/HL payable at Vasco-Da-Gama, Goa. The Earnest Money (EMD), deposited with this tender EMD will be retained towards part of the Initial Security Deposit. The Contractor will have the option to pay the entire amount of 5% of the Contract Price towards I.S.D in the form of Bank Guarantee. The Bank Guarantee for I.S.D. will be valid till the completion period plus three months for claims period.

The Bank Guarantee to be furnished against above should be from any of the Nationalized Bank having a branch in Vasco-Da-Gama and the said Branch should execute the Guarantee.

Unless this deposit is lodged and the Guarantee is furnished within 7 (Seven) days of the receipt of intimation of the acceptance of the tender or such further period as may be allowed by the Chief Engineer in writing, the Earnest Money (EMD) will be liable to forfeiture and 'contract liable to be terminated "and the Tenderer will be responsible' to the Trustees for the damages thereby incurred by them.

Upon successful completion of the works and after issue of Completion Certificate by the Chief Engineer, the Chief Engineer and or Board of Trustees shall upon receipt of a written application, Security Deposit amount will be refunded to the contractor after deducting there from the amount of Liquidated damages incurred if any and other claims outstanding against the contractor or for breach of contract.

Note: The amount of liquidated damages expressed in the Tender Notice to be payable for delay in the performance of the contract has been arrived at on the fair estimate of the amount of loss likely to be sustained by the Trustees as a result (the delay in the performance of the contract.)

- 6.** The entire work comprised in this contract is required to be completed within the period as described in the 'Tender Notice. The tenderers shall quote no counter conditions as regards to completion period.
- 7.** 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 reason will be assigned for the rejection of any tender,
- 8.** If the Tenderers have not carried out any work for the Mormugao Port Trust in the past they shall submit along with, the tender a list of works carried out by them for Government or Public Bodies with their amount showing against each work indicative of its magnitude and their Bankers reference and their Sales Tax Returns.
- 9.** Tenderers should refrain from sending revised or amended offers after the closing date of the tender.
- 10.** 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.
- 11.** Contractor shall pay TCS and Sales Tax as applicable on net amount payable to the Port.
- 12.** Further particulars can be obtained on application to the office of the Chief Engineer, Mormugao Port Trust A.O. Building, Headland, Sada, during the office hours.

CHIEF ENGINEER



An ISO 9001:2000 PORT

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/78/2016

**Name of Work: Dismantling of old defunct railway track behind
T2-Shed in GCB area**

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

1. The quantities mentioned in the Schedule of Quantities, Rates are only approximate, and the Board is liable to pay for only such quantities of work as are actually executed.
2. The item quoted by the contractor shall be inclusive of Sales Tax, General Tax, Octroi, Excise Duty, Service Tax, Income Tax etc. and all other incidental charges that the tenderer may have to bear for the execution of the works.
3. **ELECTRIC SUPPLY: The Contractor should make his own arrangements to provide electricity by installing suitable capacity Diesel Generators for all works. No additional payment and extension in Project completion time will be considered for non-supply of Electricity by MPT.**

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 to be carried out under their supervision.

4. The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.

5(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 construction of the works and are also covered during the period of Maintenance (N. A. for this contract) 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.

5(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.

6(a) Before commencing the execution of works, 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).

6(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.

7. 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.

8. 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 moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

9. The successful tenderer will have to submit within fortnight after receipt of the acceptance Letter a phased programme of execution of different items of works.

10. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under clause no.42 of General Conditions of Contract, Volume – I of the tender document will be given to the contractor subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port's supervisory staff.

11. 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 accidents to the Chief Engineer or his Representative. The contractor shall also report such accidents to the concerned constituted authorities.

12. The contractor and his workers/agents shall be required to obtain Photo Identity Card from MPT and display the same during entry, stay and exit from the Port security areas guarded by CISF personnel.

13. All applications for issuance of Photo Identity cards 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 agents 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..

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

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

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 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.

15. The contractor should take precautions and hot 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 Mechanical Department and the Engineers of the Engineering Civil Department only in case such a need arises.

16. 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.

17. Rates and Prices to be inclusive. The rates should include for all supporting special equipment, labour of required skill, supervision, materials, 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. Payment 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.

18. The Taxes involved in the execution of Works Contract Act 1935 shall be borne by the contractor and rates quoted by the Tenderers shall be inclusive of the said tax also.

19. 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.

20. 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.

21.The contractor must take all necessary steps to ensure that his operation do not in any way interfere with the traffic on the Port Railway nearby nor infringe Railway Standard dimensions. He shall be solely responsible for any damage or accidents caused by such interference or infringement. He shall abide by all Railway rules and regulation in force during the period of execution of this contract.

CHIEF ENGINEER



An ISO 9001-2000 PORT

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

1. In consideration of the Board of Trustees of Mormugao Port Trust (Hereinafter called 'THE BOARD') having agreed to exempt from _____ (Hereinafter called 'The said Contractors') from the demand, under the terms and conditions of an agreement to be entered between Board _____ and _____ for _____ (hereinafter called 'The Said Agreement') of Security Deposits for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We _____ Bank _____ (hereinafter referred to as 'The Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of the terms and conditions contained in the Said Agreement.

2. We, _____ Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be cause to or suffered by the Board by reason of any breach by the said contractors of any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regard 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) attached Schedule of Quantities and Rates

3. We, _____ Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that 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 claim satisfied or discharged or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or within three months from the expiry date i.e. from _____ we shall be discharged from the liability under this guarantee thereafter ...2...

4. We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to for bear of enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor(s) or for any forbearance act of omission on the part of the board or any indulgence by the Bard to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would put for this provision have effect of so relieving us.

5. Notwithstanding anything stated above, our liability under the guarantee is restricted to Rs. _____ (Rupees _____ only). The guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6. The Board is authorized to enforce claim against the guarantee at the local branch of the Bank in Goa in case such as eventually of encashment arises.

7. We, _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____ 2016



An ISO 9001-2000 PORT

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/78/2016

Name of Work: “Dismantling of old defunct railway track at T1-Shed in GCB”

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

- 1.** Tenderers are required to fill in their 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 Amount inserted shall hold good for all works against the item 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 amount worked out carefully, having regard to the specifications before submitting the tender, as no variation in the quoted amount, etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted.
- 4.** Tenderers are requested to visit the site, analyze the exact quantity and accordingly quote the amount
- 5.** The Amount quoted 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



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/78/2016

Name of work: “Dismantling of old defunct railway track at T1-Shed in GCB”

SCHEDULE OF QUANTITIES & RATES

S. N o.	Appx. QTY	IN UNIT	ITEM	AMOUNT Inclusive of ST > Rs.
1	2	3	4	5
	300	Metre	Dismantling the existing Rails B.G. Track 90R/52 Kg rails with check rails single or doubly laid on concrete sleepers including removing the rails, fittings, fastenings without causing any damage to existing structures including excavation to remove rail track in earth, concrete pavement. Leveling the area with earth or suitable material etc. complete. Including transporting the rails and all fittings at marshalling yard stacking in order as per railway norms. All L &M and T&P etc. complete. Note: PSC sleepers should be left in its original position after detaching all the rails, fittings and fastenings.	
<p>TOTAL AMOUNT IN FIGURES Rs. _____</p> <p>In Words Rupees _____</p> <p>_____</p>				

SIGNATURE OF TENDERER

Date : _____.

Place: _____