MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
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 authorising issue of the tender Documents. :

4. Date of issue of Tender Documents. :

__________________________________________
Asst. Engineer (Accts)

B. 1. Name of work: Providing and laying precast plain concrete slabs for paving in
Between Railway Tracks in R&D Yard

2. Cost of each set of Tender Documents : Rs. 2,500/-

3. Date of Sale of Tender Documents :
   From: 06/05/2016
   To 26/05/2016

4. Date of receipt of tender and time :
   26/05/2016
   Up to 15.00hrs

5. Amount of E.M.D. :
   Rs. 45,000/-

6 Date of opening of tender and time :
   On 27/05/2016
   at 15.30 hours.

7 a) Whether E.M.D. received :
   Yes/No.
   b) if so, in which shape :
   Demand Draft

8. Form of contract :
   Percentage Rate

9. Whether tender received in duplicate :
   Yes/No

10. Whether rates have been quoted in
    the tenders both in words and figures. :
    Yes/No.

11. Total No. of Tenders received for the work:

__________________________________________
Dy. CAO (CWC) EXECUTIVE ENGINEER (VSG)
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard

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MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard

FIRST COVER

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE / COVER)
NOTICE INVITING TENDER

TENDER NOTICE NO.: CE/ N-38 /2016

TENDER No.: CE/ 38 /2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard

Sealed Percentage Rate tenders in Two Cover System are invited from the contractors registered with MPT, PWD, CPWD, Railway, Central/State Govt., GSIDC, etc. from experienced Contractors having experienced in similar works for the following work fulfilling Minimum Eligibility Criteria.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Tender No.</th>
<th>Name of work</th>
<th>Cost of tender document (non-refundable)</th>
<th>Sale of tender documents From/To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CE/38/ 2016</td>
<td>Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&amp;D Yard”.</td>
<td>Rs.2500/-</td>
<td>06-05-2016 To 26- 05 -2016 Up to 3.00pm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class of Registration</th>
<th>Estimated cost of work put to tender</th>
<th>Earnest Money Deposit</th>
<th>Date of opening Of tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-3 &amp; above</td>
<td>Rs 47,76,800/-</td>
<td>Rs45,000/-</td>
<td>27-05-2016 at 3.30 p.m</td>
</tr>
</tbody>
</table>

Detailed tender notice along with complete tender documents can be downloaded from our website www.mptgoa.com on or before the last date of sale of tender document. Tenders are also available for sale at the Civil Engineering Department of Mormugao Port Trust.

For further details and general enquiries, prospective bidders may contact the Executive Engineer (VSG), telephone no. 0832 2594610, during working hours before the last date and time of sale of tender document.

[Signature]
Chief Engineer
Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

i) - UNDERTAKING BY THE TENDERER

To,
The Trustees of the PORT OF MORMUGAO,

I/We, M/s ______________________________________________ have gone through the tender document carefully and hereby confirm as under:

The complete tender set i.e. First Cover and Second Cover in sealed cover separately and together in a separate cover is returned WITHOUT any defacement, addition, alternation or interpolation. All details have been indicated separately in our tender covering letter with all the relevant Annexures and Proformae duly filled in.

I/We have submitted our tender along with Earnest Money Deposit separately enclosed in the Envelop. I/We have not indicated anywhere in the first cover the amount of our Price Bid.

I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you. Percentage Rate quoted by me/us in the schedule of quantities along with other submission will remain valid for the period of 180 days from the submission of the tender.

I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that, my/our tender shall be summarily rejected without prejudice to the right of the Board of Trustees of PORT OF THE MORMUGAO to take further action into the matter.

Witness's Signature : Tenderer's Signature :
Name : Name :
Designation : Designation :
Address : Address :
Tel. No. : Tel. No. :
Date : Date :
ii) DETAIL NOTICE INVITING TENDER

TENDER NOTICE NO.: CE/N-38/2016

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard

1. SALE OF TENDER COMMENCES: On all working days between 06/05/2016 to 26/05/2016 from 9.30 hrs. To 12.00 hrs. and 14.00 hrs. To 15.00 hrs.

2. LAST DATE FOR SALE: 26/05/2016

3. LAST DATE FOR SUBMISSION OF TENDER (DUE DATE): up to 26/05/2016 at 15:00 hrs.

4. OPENING DATE FOR FIRST COVER (Technical Bid): 27/05/2016 at 15:30 hrs.

Note: Any clarification on the bid document bidders may contact the Executive Engineer (VSG), telephone No. 0832 2594610, during working hours before the pre-bid meeting. Port’s website www.mptgoa.com.

MORMUGAO PORT TRUST
Civil Engineering Department, Administrative Office Building, Headland – Sada. 403804,
Tel: 0832 252 1160

CHIEF ENGINEER
MORMUGAO PORT TRUST
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard

ii – DETAIL TENDER NOTICE

1. INVITATION

1.1 Mormugao Port Trust (MPT) invites *sealed percentage rate tenders in original under two cover bidding procedure and to the MPT’s designs, drawings, relevant I.S. codes and specifications contained and referred directly/indirectly in this tender document and on Percentage basis for the work of "Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard”.

* "Sealed” shall means sealed with wax or closed with gum, to the satisfaction of authority opening the tender.

1.2. Eligibility Criteria for tendering will be as follows:

(A) Financial Criteria:

i) The average annual financial turnover during the last three years ending 31st March 2016 of the tenderer should be at least Rs.14.30 lakhs.

Note: The above information shall be submitted along with documentary proof i.e. Income Tax Returns acknowledgement, Audited Statement of Accounts duly certified by the Statutory Auditors of the firm.

(B) Technical Criteria

(ii) The firm shall have experience of successfully completing the “similar works” during last seven years ending March, 2015, in either of the following:

(a) Three similar works each costing not less than Rs.19.11 lakhs.

OR

(b) Two similar works each costing not less than Rs.23.88 lakhs

OR

(c) One similar work costing not less than Rs.38.21 lakhs

Note:(i)“Similar works” means the work of laying of concrete slabs/paving works.
1.2.1 The Tenderer should have executed works in the Railways/ Public Sector Govt. Undertakings/ State Governments / Private Sector/ Port Authorities.

1.2.3 **Mode of Selection of Contractor:**
Tenderer shall have to satisfy minimum Financial and Technical eligibility Criteria mentioned in the tender at 1.2 above. Only those tenderers who satisfy minimum Financial and Technical eligibility Criteria will be pre-qualified for opening of Cover No.2 (Price Bid). Lowest Price offer is the sole criteria for award of work among qualified tenderers. During scrutiny of Price offer, lowest price offer will be considered.

1.2.4 The tenderer shall furnish relevant information in respect of their firm etc. to ascertain their financial and technical capabilities and work experience in Proforma 1 to 3.

1.2.5 Offers received from the tenderer with counter stipulation and conditions will be summarily rejected and such offers will not be evaluated and considered at all.

1.2.6 The Port reserves the right to get any information from the tenderer before opening of the Price offer.

1.3 **Scope of the Work :**

1.3.1 The proposed work comprises of Supplying and laying in position Precast plain concrete slabs in M30 grade of size 600x300x60mm of Astra Concrete Products or equivalent laid on levelled well rammed ballast or any other strata with width of 1200mm and specified length between the railway tracks for pathway. Shifting, spreading and extra ballast or other filling material required for levelling. All labour and material, tools and plants, including loading/unloading transporting at site etc. complete.

1.4 The estimated cost of work is furnished herewith for the guidance of the tenderer and they are advised to make their own assessment for the same.

**The tenderers are required to offer their percentage at the end of each Part in figures as well as in words at the space provided in the Schedule of Quantities and Rates.**

1.5 The tenderer will have to work in close co-ordination with the other contractors employed, if any.

1.6 The quantities provided in the tender are approximate and may vary. The tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of works involved etc. so that they are fully aware of the nature and scope of the works to be carried out before tendering. No claim will be entertained due to variations in the quantities.
1.7 The tenderers will be prequalified based on the information furnished by them. The Second Cover of the only those qualified tenderers will be opened on the date which will be intimated to them.

2. PROCEDURE FOR OBTAINING TENDER DOCUMENTS

2.1 The tender documents can be obtained in person from the Office of the Chief Engineer, Mormugao Port Trust, Administrative Office Building, Headland Sada, Mormugao, 403804. Telephone No.0832 2594610 during working hours from 9.30 hours to 12.00 hours & 14.00 hours to 15.00 hours on any working day up to the last day stipulated for the sale of tender documents, on submission of an application in writing on the firm's letterhead and on payment of the prescribed charges set out below:

a) For the complete set including drawings : Rs.2500/- per set

The above charges are NON-REFUNDABLE.

2.2 The interested firms may alternatively download the tender documents from the Mormugao Port Trust web site www.mptgoa.com. The payment of Rs.2500/- (Rupees: Two Thousand Five Hundred only) will have to be made in that case, before the time of submission of the offers and evidence of payment made shall be enclosed or disclosed during opening of Technical cover. Volume I containing the General Conditions of Contract can also be downloaded from the Port's website. Volume – I shall also form the part of Cover No. I.

2.3 The above prescribed charges should be paid in cash or by Demand Draft drawn in favour of “FA & CAO”, M P T on any branch of a Scheduled Bank within the jurisdiction of State of Goa.

2.4 Tender sets will not be sent by Post OR Courier Service.

2.5 The tender documents are NOT TRANSFERABLE.

3. EARNEST MONEY TO BE DEPOSITED FOR THIS TENDER:

The Earnest Money to be deposited in respect of this tender is Rs.48,000/- (Rupees forty eight thousand only) shall be in the form of Demand draft of any Nationalised or Scheduled Bank within the jurisdiction of State of Goa payable at Vasco.

4. NUMBER OF COPIES OF TENDER TO BE SUBMITTED:

The tenderer shall submit only one (original) copy in each of First cover and Second cover separately.
5. **TIME FOR COMPLETION OF THE WORK:**

5.1 The total completion period for the work is **Six (06) months** (including monsoons) from the date of release of site.

5.2 Time is essence of the contract. If the tenderer stipulates a completion period longer than the one stipulated above, the same is liable for rejection.

5.3 Proposed work site is within Port operational area, hence contractor is required to make Harbour Entry Permit (HEP) for all labour and materials in and out of operational area.

6. **LIQUIDATED DAMAGES AND PENALTY:**

6.1 Liquidated damages for delay in completion of the works are 1/2 percent (0.5%) of the Contract Price of work for delay of each week or part of a week subject to a maximum ceiling of 5 percent of the Contract Price. However, if the work is delayed by more than 25% of the contracted completion period, the contract is liable to be terminated and the balance works are liable to be got completed by Mormugao Port Trust through some other agency at the risk and cost of the defaulting Contractor.

7. **PROGRAMME OF WORKS:**

On release of site contractor along with Asst Executive Engineer (Railway) and/or J.E. shall have to prepare daily/weekly schedule.

8. **MAINTENANCE PERIOD:**

Maintenance period is 12 months from date of completion of the work.

9. **FACILITIES NEED TO BE PROVIDED BY THE CONTRACTOR:**

Tenderer's are advised to price their bids after taking into account the facilities need to be provided by them free of cost to the Employer, which shall include following facilities.

a) Stamp Duty on the Contract Agreement will be borne by the contractor.

10. **EXPENSES INCURRED BY THE TENDERER:**

Mormugao Port Trust will not reimburse any costs or expenses incurred by the tenderer in connection with the preparation or delivery of this tender, including costs and expenses related to visit the site.

11. **INSPECTION OF SITE:**

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. Access to the site for inspection will be arranged by Executive Engineer, Engineering Civil Department, Mormugao Port Trust, Administrative Office Building, Headland Sada, Mormugao Vasco, Goa - 403804, Telephone No. 0832 2594610.
12. **RIGHT OF ACCEPTANCE / REJECTION OF ANY TENDER:**

The Board of Trustees of the Port of Mormugao reserves the right to reject any or all tenders or to accept any tender in part or whole and does not bind itself to accept the lowest or any tender.

13. **DEADLINE FOR RECEIPT AND OPENING OF TENDER:**

13.1. The tenders duly completed in accordance with the "Instructions for preparation and submission of tenders" contained in this tender document should be placed in the tender box (marked “Tender No. CE/ 38 /2016”) kept outside the cabin of the Asst. Engineer (Accts), Civil Engineering Department, Mormugao Port Trust, up to due date as indicated in face sheet.

The First Cover – Technical Cover will be opened at 15.30 hrs. on the due date in the presence of such of the tenderers who may wish to remain present.

13.2 The tenders whether sent by Courier/ Post or by hand delivery must reach this office on or before the due date and time. OFFERS RECEIVED LATE WILL NOT BE CONSIDERED EVEN THOUGH POSTED BEFORE THE DUE DATE AND TIME.

13.3 Offers sent by telex/telegram/fax will not be considered.

13.4 Unsigned tenders will not be considered.

14. **PROCEDURE FOR SUBMISSION OF TENDERS:**

The tenders are required to be submitted in accordance with procedure set out at Clause No.4 of Instructions for Preparation and Submission of tenders.

15. Further to provision to this contract the other recoveries shall also include deduction of Income Tax at source, works contract tax, cess, etc. as may be applicable as per the prevailing rules and regulations.

16. Tax at source will be applicable on the value of works contract in terms of Section 28 of Goa Value Added tax (Act) 2005. The present rate of such tax is 5% on the value of the work contract will be deducted from the bill(s) payable to the contractor. The contractor should indicate the registration number with all the applicable statutory authorities regarding Service Tax, VAT, Sale tax (LST & CST).

17. The tenderers are requested to obtain Certificate of Registration under Rule No.24 of the Building and other Construction Workers Central Rules, 1998 from the office of the Asst. Labour Commissioner, Mormugao.
18. The contractor should comply the provisions of the Building and Construction Workers (Regulations of Employment and Conditions of Services) Act, 1996. The Act envisages that every Contractor shall obtain registration certificate from the Registering Officer, if he engages 10 or more workers for the work.

19. Tenderers are requested to submit Audited Balance sheets along with their tender and quote their Permanent Account Number (PAN) / Employment Provident Fund No (EPF) and ESI No. In the absence of this information, The Board of Trustees of the Port of Mormugao will be at the liberty not to consider their tender, which will be deemed to be void. The tenderers who have applied for fresh EPF/ESI registration should submit proof of the same.

20. Service Tax registration for the Tenderer is mandatory. Bidder has to enclose attested copy of service tax registration along with the tender. Service tax has to be claimed extra as applicable while submitting the bill/bills.

21. **VALIDITY OF THE TENDER:**

   The tenders shall remain valid for a period of 180 days from the date of submission of Bid offer.

   CHIEF ENGINEER
   MORMUGAO PORT TRUST
   MORMUGAO – GOA

Mormugao, Headland Sada.
Dated:
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

iii - FORM OF TENDER

The Chief Engineer,
Mormugao Port Trust,
MORMUGAO HEADLAND SADA (GOA).

I/We __________________________________________________ do hereby offer to execute the work comprised in the annexed Tender Notice “Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.” in strict accordance with the Instructions to Tenderers, General Conditions of Contract (GCC), 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 and Rates within Six months from date of release of site. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port 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 enclose herewith a sum of Rs.45,000/- (Rupees forty five thousand only) towards earnest money deposit in the form of Demand draft as proof of my/our willingness to enter into the contract if my/our tender is accepted.

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

5. I/We also agree, if awarded the contract that the earnest money lodged with this tender will be retained by the Trustees towards part of the Security Deposit and to make further deposit by cheque/demand draft of a Bank Guarantee, within seven days or such extension of the period permitted by the Chief Engineer, in writing, after
receipt of information that my/our tender has been accepted by the Port Trust.

6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 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. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and conditions of the said tender annexed hereto, so far as applicable or in default thereof to forfeit and pay the Board of Trustees and/or its assignees, the sum of money mentioned in the said conditions and to execute and agreement in the prescribed form with the Mormugao Port Trust within 30 days of the award of the contract, or in default thereof, to forfeit the Earnest Money deposited by me/us. Unless and until, a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.

8. I/we undertake, if our tender is accepted, to commence the work within 15 days of receipt of the Chief Engineer’s orders to commence and to complete and deliver the whole of the work comprised in the contract within the time allowed for the work.

9. A sum of **Rs.45,000/- (Rupees forty five thousand only)** has been deposited by me/us with the Financial Adviser and Chief Accounts Officer of Mormugao Port Trust as Earnest Money, the full value of which is to be absolutely forfeited to the Board of Trustees without prejudice to any other rights or remedies of the said Board, should I/we fail to commence the work specified in the above mentioned memorandum, otherwise the said sum of **Rs.45,000/- (Rupees forty five thousand only)** shall be detained by the Port Trust as a part of the Security Deposit as aforesaid.

10. I/we agree to abide by this tender to be valid for the period of six months 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.

11. I/we further agree that if I/we withdraw the tender before the expiration of this period of six months, or fail to execute an agreement in the form aforesaid within 30 days from the date of award of contract, the Earnest Money deposited shall be forfeited to the Board.

12. 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.

13. “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”.

14. I/We have enclosed herewith the following completed documents as required under instructions to tenderers:
   a) Organisation Chart.
b) List of similar works carried out by me/us.
c) List and description of main plant and equipments proposed to be used on this work and Proformae 1 to 3.
d) Check list and Vendor Registration Form

15. 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.

16. (A) Mine is a proprietary firm and I am 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:

<table>
<thead>
<tr>
<th>NAME</th>
<th>AGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

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 of 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 is his favour will be submitted for perusal immediately on acceptance of the tender.

17. The name and address of our Banker is ** _______________________
_________________________________________________________________

18. My/our permanent Income Tax Accountant No. is ____________________

Witness’s Tenderer’s
Signature_________________________ Signature ______________________

Name __________________________ Name __________________________
Address _________________________ Address _________________________

__________________________________________ __________________________
Tel. No. _____________________ Tel No. _____________________
Hand Phone (Mobile) No. __________________
Date ____________________ Date ____________________

N. B. : Strike out whichever is not applicable.
Here the Name of the Bank should be stated.

NAME AND ADDRESS OF TENDERER:-

__________________________________

__________________________________

SIGNATURE OF TENDERER

__________________________________

Witness: - ______________________

Date: _______________ Day of __________ 2016

Witness: - ______________________

Witness: - ______________________
iv) **APPENDIX TO THE TENDER NOTICE**

**Name of Work:** Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

**APPENDIX- I**

The following Clauses shall be read in conjunction with respective Clauses of General Conditions of Contract (GCC)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Amount of Initial Security and Time.</td>
<td>11(1)</td>
<td>Five percent of the contract price and 19 months.</td>
</tr>
<tr>
<td>2.</td>
<td>Period for commencement from the Chief Engineer’s orders to commence.</td>
<td>38</td>
<td>15 days</td>
</tr>
<tr>
<td>3.</td>
<td>Period of Completion</td>
<td>40</td>
<td>06 (Six) months</td>
</tr>
<tr>
<td>4.</td>
<td>Amount of liquidated damages.</td>
<td>43</td>
<td>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.</td>
</tr>
<tr>
<td>5.</td>
<td>Free Maintenance Period</td>
<td>45(1)</td>
<td>12months</td>
</tr>
<tr>
<td>6.</td>
<td>Percentage of retention from each running account bill</td>
<td>54(1)</td>
<td>10%.</td>
</tr>
<tr>
<td>7.</td>
<td>Limit of Retention Money</td>
<td>54(1)</td>
<td>5% value of the contract.</td>
</tr>
<tr>
<td>8.</td>
<td>Total Initial Security Deposit and Retention Money.</td>
<td>11(1) 54(1)</td>
<td>10% value of the contract.</td>
</tr>
<tr>
<td>9.</td>
<td>Minimum amount of interim Certificate</td>
<td>54(1)</td>
<td>Rs. 8,00,000/-</td>
</tr>
<tr>
<td>10.</td>
<td>Time within which payment to be made after contractor’s submission of the bill based on joint measurement.</td>
<td>54(1)</td>
<td>100 % within 15 working days</td>
</tr>
<tr>
<td>11.</td>
<td>Mobilisation Advance</td>
<td>N.A</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>12.</td>
<td>Interest rate on mobilization advance.</td>
<td>N.A</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>13.</td>
<td>Mode of recovery of Mobilisation Advance</td>
<td>N.A</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Variation in price of labour and materials.</td>
<td>70</td>
<td>Not Applicable to this contract.</td>
</tr>
<tr>
<td>15.</td>
<td>Arbitration Clause</td>
<td>66</td>
<td>Not Applicable to this contract.</td>
</tr>
<tr>
<td>16.</td>
<td>Minimum amount of third party Insurance.</td>
<td>Cl. No.13 to 16 of Special Instructions</td>
<td>5% of the tendered amount.</td>
</tr>
<tr>
<td>17.</td>
<td>Lease rent.</td>
<td>Cl. No.9 to 11 of Special Instructions</td>
<td>Refer Appendix III</td>
</tr>
</tbody>
</table>

Dated this ------------------------ day of ------------------------ 2016

Signature ------------------------ in the capacity of ___________________

------------------------ duly authorised to sign tender for and

on behalf of -----------------------------.

(IN BLOCK LETTERS)

ADDRESS: -----------------------------

-----------------------------

Witness: ___________________

-----------------------------

Occupation: ___________________

-----------------------------
iv) APPENDIX- II

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

MATERIALS TO BE SUPPLIED BY THE DEPARTMENT FOR THE WORK

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of materials</th>
<th>Approx. qty. to be supplied</th>
<th>Unit</th>
<th>Rate in Figures/Words</th>
<th>Place of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Electric Power</td>
<td>----</td>
<td>KWH</td>
<td>Electric supply as per the relevant rate applicable and supply point will be indicated by the CME's Department.</td>
<td>Ref. Clause No.9.20 of Special Conditions – Vol. I</td>
</tr>
<tr>
<td>3.</td>
<td>Harbour Entry Permit (HEP)</td>
<td>--</td>
<td>Per Person per day/month</td>
<td>As applicable</td>
<td>To be Collected from Traffic Department</td>
</tr>
</tbody>
</table>

SIGNATURE OF THE CONTRACTOR
iv) APPENDIX- III

MORMUGAO PORT TRUST
ENGINEERING (CIVIL ) DEPARTMENT

ESTATE RENTAL CHARGES

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate* Rs.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Licence fees on Port land for maintenance office buildings and other structures.</td>
<td>Rate will be charged as per Scale of Rates prevailing during period of contract.</td>
<td>Payment shall be made to CDC Section, Finance Dept based on the recovery advice.</td>
</tr>
</tbody>
</table>

NOTE : Location of suitable area subject to the availability shall be decided by the Chief Engineer.

* Rate per 10 sq. m. or part thereof per calendar month or part thereof.

SIGNATURE OF THE TENDERER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

SCHEDULE – ‘A’

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

<table>
<thead>
<tr>
<th>DESIGNATION OF KEY PERSONNEL</th>
<th>NAME AND SHORT RESUME OF EXPERIENCE AND TELEPHONE CONTACT NUMBER</th>
</tr>
</thead>
</table>

LABOUR FORCE

Estimated peak force ______________________________

Estimated average force ______________________________

-----------------------------------------------
SIGNATURE OF TENDERER

Date :- ----------------------------------
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

PROFORMA FOR EXPERIENCE OF SIMILAR WORKS OF TENDERER

1. Name & Address of the Client : 
2. Contact Person : 
3. Telephone Nos. : 
4. Name & Location of work site : 
5. Scope & Quantum of similar works carried out : 
6. Contract Price : 
7. Actual Price : 
8. Contracted Completion Period : 
9. Actual Completion Period : 
10. Penalty for delay, if any : 
11. Whether entered into litigation or not : Yes / No

Signature, Name & Seal of Tenderer
Signature, Name & Address of Chartered Accountant of the Tenderer
Tel No.

Date : Date :

Note: Tenderers shall prepare the above Proformae separately for each work. The corresponding documentary proofs such as Work Orders, Completion Letters, etc. shall also be submitted along with each separate Proformae.
**Name of Work:** Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

**EXECUTION OF SIMILAR WORK IN PROGRESS AS PRINCIPAL CONTRACTOR TILL DATE.**

(Rs. in lakhs)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Tender No.</th>
<th>Name of the work</th>
<th>Employer</th>
<th>Amount Received Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

NAME, SIGNATURE & SEAL OF TENDERER:

DATE:
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

LIST OF MAJOR TOOLS, PLANT AND MACHINERY, SURVEY EQUIPMENTS, TESTING APPARATUS IN WORKING CONDITION AND OWNED BY THE TENDERER
(USE CONTINUATION SHEET IF REQUIRED)

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>DESCRIPTION</th>
<th>NO. OF UNITS</th>
<th>YEAR OF PURCHASE</th>
<th>PRESENT CONDITION</th>
<th>PRESENT LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>
Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

(vi) - INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF TENDER

1. EARNEST MONEY DEPOSIT (EMD):

1.1 The Earnest Money shall be lodged by the tenderer on the understanding that in the event of the tenderer withdrawing his tender before the expiry of the tender validity period stipulated in the Tender Notice, the Earnest Money deposited by the tenderer shall be forfeited.

1.2 Earnest Money Deposit will be accepted only in the form of Demand Draft issued from any Nationalised or Scheduled Banks having office in the State of Goa. The same shall be drawn in favour of "FA&CAO/MPT" and payable at Vasco -de- Gama. **EMD in cash or in the form of Bank Guarantee will not be accepted.**

1.3 For Two cover bidding procedure i.e. one is Technical Bid and other is Financial Bid, the E.M.D. should be placed in a third cover. All the three covers shall be placed in fourth cover properly sealed. The inner envelopes should be separately marked “EMD”, “Technical bid” and “Financial Bid”. The outer envelope should bear identifications such as (i) Tender No., (ii) Description of work, (iii) Bidders Name and Address and (iv) Time and Date of Bid opening.

1.4 Bids if not accompanied by the requisite Earnest Money Deposit (EMD) and in the manner described at 1.2 and 1.3 above is liable to be rejected at the discretion of the Port.

1.5 Proper receipt for having received the Earnest Money Deposit (EMD) shall be issued to the bidders after opening the bids.

1.6 **Refund of Earnest Money Deposit:**

Mormugao Port Trust will return, generally within 10 days of the opening of the Price Covers of the tenders; the Earnest Money Deposits lodged by all tenderers except for those whose offers are ranked as the first three lowest acceptable tenders. Such tenderers are requested to contact the Asst. Engineer (Accts), Engineering (Civil) Department in the Head Office for
claiming the same.

1.7 E.M.D. of other tenderers, i.e. two among the first three lowest tenderers will be refunded to them only after acceptance of work order by successful tenderer. E.M.D. of successful Contractor will be retained as part of Initial Security Deposit (I.S.D.)

1.8 The return of Earnest Money will be affected through e-payment mode. Tenderers are therefore requested to submit details in Vendor Registration Form. The Mormugao Port Trust will not be responsible for reimbursing to the tenderers the Banker's commission.

2. INSPcCTION OF SITE

Tenderers are advised to inspect the site before tendering and fully acquaint themselves about the nature and scope of the works to be carried out and other factors relating to the performance of the contract as no claims or complaint/s will be entertained after award of the contract in this context.

3. PROCEDURE FOR PREPARATION OF TENDERS BY TENDERERS:

3.1 The tenderer shall complete the annexed Tender, Schedule of Quantities and Rates and insert all the information called for therein, sign and date them. Unsigned tenders will not be considered. The tenderer shall furnish with the tender a xerox copy of the Power of Attorney, or other acceptable authorisation of the person/s signing the tender, unless such copy is already registered with the Mormugao Port Trust.

3.2 Tenderers must return the complete tender set. The tender documents shall not be defaced or detached. Additions and alterations or interpolations shall not be made in the tender document.

3.3 Unless otherwise stipulated in the Tender Notice, the tenderer shall submit his tender strictly based on the official design and specifications.

3.4 All the tenderers shall submit/ furnish along with the tender the followings:-

(a) List of similar works executed by the tenderer.

(b) All tenderers must furnish complete information in accordance with this document along with Proformae 1 to 3.

(c) Check list, List of Tools & Plants and Vendor Registration Form duly filled in.

4. SUBMISSION OF TENDER:

The tenderer is required to submit his tender in the manner described below.
4.1 **Tenders invited under Two Cover system:**

4.1.1 The tender is required to be submitted in two cover system and First cover shall contain:

(a) All the tender document including the required information of the tenderer's along with the Proformae duly filled in **excluding** Preamble to Schedule of Quantities and Rates, Schedule of Quantities and Rates and Form of Tender which is required to be sealed separately in second cover.

(b) All the accompaniments set out in Clause 3.4 above

(c) The First sealed cover shall be superscripted with the Tender Number, Name of Work, Due Date and with the words “TECHNICAL BID (Cover No.1) – To Chief Engineer” and should bear in the bottom left corner, the Name of Tenderer.

(d) Duly executed power of attorney in the name of Bidders authorised representatives to act on behalf of Bidder in case of Firms/ Partnership duly authenticated by a Notary Public.

(e) **All Technical Certificates and Financial Statements shall be certified by the Statutory Auditors of the firm or notarized by Notary.**

4.1.2 The Second sealed cover shall contain Preamble to Schedule of Quantities and Rates. The Second sealed cover shall be superscripted with the Tender Number, Name of the work, Due date and with the words “FINANCIAL BID – (Cover No.2)” and should bear in the bottom left corner, the Name of the Tenderer.

4.1.3 **The Tenderer must ensure that his tendered amount or rates are not mentioned, either directly or indirectly in any of the papers enclosed in the First cover. If any such mention is made there, the tender is liable to be treated as invalid and will not be considered.**

4.1.4 The EMD shall be placed in “Third cover” marked as “EMD” and all the three covers shall be placed in “Fourth cover” properly sealed which shall be superscripted with the Tender Number, Name of the work, Due date and with the words “Complete Tender” and shall be addressed to the Chief Engineer, Mormugao Port Trust. The Name of Tenderer shall appear in the bottom left corner of the cover. Tenderer should also write on this cover whether the tender is submitted against EMD lodged with the tender or against Permanent Earnest Money Deposit.
4.2 **Delivery of Tenders**

4.2.1 The tenders duly completed in accordance with the "Instructions for preparation and submission of tender" contained in this tender document should be placed in the Tender Box (marked "Tender No. CE/38/2016") kept outside the cabin of the Asst. Engineer (Accts), Civil Engineering Department, Administrative Office Building, Mormugao Port Trust, Headland Sada, Mormugao, 403804, Tel: 0832 2594610. Up to 3.00 pm on due date as indicated in face sheet and First cover Chief Engineer, Mormugao Port Trust offers will be opened at 3.30 p.m. on the same date in the presence of such of the tenderers who may wish to be present.

4.2.2. The tenders addressed to the Chief Engineer/MPT whether sent by post or by hand delivery must reach the office of the Asst. Engineer (Accts), Civil Engineering Department, Mormugao Port Trust, Administrative Office Building, Headland-Sada, Mormugao, 403804, on or before the due date and time. **OFFERS RECEIVED LATE WILL NOT BE CONSIDERED EVEN THOUGH POSTED BEFORE THE DUE DATE AND TIME.**

4.2.3. Offers sent by Telex/Telegram/FAX will **not** be considered.

4.2.4 Unsigned tenders will not be considered.

5. **OPENING OF TENDERS**

5.1 The tender will be opened at the time and date notified in the Tender Notice, in the presence of such of the tenderers who may wish to be present.

5.2 In the case of Two cover tenders, only the First cover marked to Chief Engineer, (MPT) will be opened at the time and date notified in the Tender Notice.

5.3 The Second cover i.e. "**Price Bid**" of non-qualified bidders will be retained unopened and no correspondence on this decision will be entertained. The Second covers of only those tenderers, who are found to be eligible, will be opened later. The date and the time of opening the Second cover will be notified to the concerned tenderers and the Second cover will be opened in the presence of such of those tenderers who may wish to be present.

6. **VALIDITY PERIOD OF TENDERS**

The validity period of the tender shall be 180 days after the submission of the Bid Offer. Tenders with a shorter validity period shall be rejected.

7. Tenderers should not send revised or amended offer after the closing day and the time of tender.
8. Further clarification, if any, can be obtained from the Executive Engineer, (VSG) Engineering Civil Department, Mormugao Port Trust or by contacting the officer designated in the Tender Notice.

9. The tenderers are not allowed to fill in the tender or seal the tender in the MPT premises.

CHIEF ENGINEER
MORMUGAO PORT TRUST
MORMUGAO – GOA

Mormugao, Headland Sada.
Dated:
THIS AGREEMENT made this day of two thousand sixteen BETWEEN the Board of Trustees of the Port of Mormugao, a body corporate under the Major Port Trusts Act. 1963 (herein under referred to as “the Board” which expression shall unless repugnant to the context or meaning thereof mean and include their successors and assigns) of the ONE PART of M/s. ________________________________, having their registered office at _________________ (hereinafter referred to as “the contractor”, which expression shall unless repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators, representatives and assignees or successors in office) of the OTHER PART.

WHEREAS the Board is desirous of executing the work of “_____________________________” on the terms and conditions stipulated in the contractor’s tender dated _______________ and read with the conditions contained in the tender documents attached to the above mentioned tender.

AND WHEREAS the contractor by their above mentioned tender has offered to execute, complete and maintain such work, which tender has been accepted by the Board and such tender with correspondence, specifications, schedule. Amendments and acceptance thereof will constitute abiding contract between the Board and the contractor.

AND WHEREAS the contractor has furnished to the Board, a Bank Guarantee No. _____________ dated ______________ for a sum of Rs.___________________________ (Rupees ___________________________)

30
as Initial Security for the due performance and observance by the contractor of the terms and conditions of this Agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

01. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.

02. The following documents shall be deemed to form and be read and construed as part of this agreement.

(A) **COVER No. - I**

a. Contents of Tender Document  
b. Undertaking by the Tenderer  
c. Tender Notice  
d. Clause of General Conditions of Contract.  
e. Appendix I  
f. Appendix II (Materials to be supplied by Department)  
g. Appendix III (Estate rental)  
h. Appendix IV (Schedule – A, Organisation Chart)  
i. Proformae 1, 2, & 3.  
j. Instructions for preparation and submission of tender.  
k. Additional Special Instructions.  
l. Scope of Work  
m. Form of Bank Guarantee for EMD and Security Deposit and Form of Agreement (Annexures I & II)  
n. A printed set containing Instructions to tenderers, General and special conditions of contract. (VOLUME –I)

(B) **COVER No. II**

i) Preamble to Schedule of Quantities and Rates
ii) Schedule of quantities and rates

iii) Tender Form

iv) Contractor’s acceptance letter No. ________________ dated ______.

iv) Any other relevant correspondence exchanged up to the issue of work order which has not been specifically mentioned above.

v) All additional drawings, specifications and written Instructions when issued by or approved in writing by the Chief Engineer as per clause No.9 of the General Conditions.

03. The contractor hereby covenants with the Board to construct, complete and maintain the work in conformity in all respects with the provisions of the contract.

04. The Board hereby covenants to pay to the contractor the contract price in consideration of the construction, completion and maintenance of the work, at the times and in the manner prescribed by the contract.

05. IN WITNESS WHEREOF THE PARTIES HAVE placed their hand and seals, the day, month, year first above written

THE COMMON SEAL OF THE TRUSTEES OF

THE PORT OF MORMUGAO HAS HEREUNTO AFFIXED AND THE CHAIRMAN THEREOF CHIEF ENGINEER HAS HEREUNTO SET HIS HAND IN THE PRESENCE OF

1.

2.

SIGNED AND SEALED BY THE CONTRACTOR IN THE PRESENCE OF

1.

2.
FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between _______ 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 Rs. ______ (Rupees _______ only) 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 Government an amount not exceeding Rs. _______ (Rupees __________________ only) on demand by the Government.

2. We____________________ do 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 Government stating that 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 Government any money so demanded notwithstanding 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 agrees 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 Government 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 Government, 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.

5. We ________ further agree with the Government that the Government (indicate the name of the bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or 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 or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s).

7. We __________ lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.

8. This Guarantee shall be valid up to _______ unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees ___________ only), and unless a
claim in writing is lodged with us within six months of the date of expiry or extended
date of expiry of this Guarantee all our liabilities under this Guarantee shall stand
discharged.

Dated the _____________ day of ___________ For _______________________

(indicate the name of the Bank)
Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

(ix). **SCOPE OF WORK**

The work put to tender broadly comprises of the following items:
Supplying and lying in position precast plain concrete slabs in M30 grade of size 600x300x60mm of Astra Concrete Products or equivalent laid on levelled well rammed ballast or any other strata with width of 1200mm and specified length between the railway tracks for pathway. The work also involves shifting, spreading and extra ballast or other filling material required for levelling. Including all labour, material, tools and plants, loading/unloading, transporting at site etc. complete.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

(x) ADDITIONAL SPECIAL INSTRUCTIONS

1. Tenderers are required to sign with date the Schedule of Quantities and Rates and the form of tender and fill in all the particulars and details called for therein. Unsigned tenders, without the details called for are liable for rejection.

2. Measurements
   The quantities provided for in the Schedule of Quantities and Rates are only approximate and are given to provide a common basis for tendering. The actual quantity may differ from those provided for in the Schedule in view of the special and complex nature of the work. Payments will be made according to the actual quantities of work ordered and carried out, jointly measured by the representative of Chief Engineer and the contractor.

3. Rates and Prices to be inclusive.
   The rates entered in the Schedule of Quantities by the tenderer shall include the provision of 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, Entry tax, etc. if any, for compliance with conditions of contract and specification. Service tax is applicable as per relevant provisions of the act time to time and shall be paid extra.

4. The tenderer shall inspect the site and fully study the work involved vis-à-vis the specifications etc. before tendering for the work.

5. Any damage to the property of Port should be made good or compensated by the contractor.

6. After completion of the days, work / contract period the contractor shall clean, clear the work site to the satisfaction of the Chief Engineer or his site representative.

7. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under Clause No.43 of the General Conditions of Contract, Volume – I of the tender document will be
given by 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.

8. The contractor and his workers / agents 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.

9. 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 six months, whichever is less. Application form and prescribed fees for Harbour Entry Permit (HEP) as indicated in Annexure ‘B’.

10. Subject to the availability, land for construction of temporary sheds/stores/labour huts, etc. will be given to the contractor in Port areas at Headland. 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. In case the contractor fails to vacate the Port area / premises allotted to him for site office / store within the stipulated period after the completion of the work, the Board shall have the right to debar such defaulting contractors for future contracts of the Board by blacklisting him and shall also be charged penal lease rental at the prescribed rates.

11. Lease rent shall be charged to the contractors for the area allotted for construction of their temporary sheds for site office/store/labour huts required in the contract works. The license fee shall be as per Port’s scale of Rates vide item (i) and (ii) of Part - I (Appendix-III).

12. No temporary structures/sheds which are constructed to house the contractor’s office/store/labour huts shall be permitted to be retained during the period of maintenance.

13. 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 prescribed format while submitting bills. Necessary documents/registered shall be maintained by the tenderer during the contract period.

14. The contractor shall register with E.S.I. and should submit the copy of the insurance policy, etc. obtained before the commencement of the work. Necessary documents/registered shall be maintained by the tenderer during the contract period.

15. Contractor may submit the following information in order to refund the EMD’S, BG’S/SECURITY DEPOSITS/ RETENTION MONEY, payment of bill’s etc.
   a. NAME OF BANK
   b. PLACE
   c. ACCOUNT No.
   d. TYPE OF A/C No.
e. MICR / RTGS / IFS No.

f. Permanent Account Number

16. SITE REGISTERS:
   The contractor and Department shall maintain following registers separately at Site, which shall be entered on day to day basis and produced on demand. The Contractor shall keep all registers in safe custody.

i. Daily Report Register (Contractor’s Supervisor shall report to the Railway Maintenance Office.

ii. Labour Deployment Register (Daily deployment of labour category wise and activities done by each category with approximate output)

iii. Weekly Planning of Activities Register (Contractor along with Asst.Executive Engineer, JE and Contractor’s Supervisor shall plan activities to be attended for the next week in advance.

iv. Hindrance Register

v. Site Instruction Book shall be maintained in triplicate by the contractor.

vi. Joint Record / Measurement Register.

vii. Any other register required by the Chief Engineer or his representative.

17. The Contractor shall engage fully experienced Staff / Supervisor/ PWI who have worked in similar types of work.

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

19. If the work has to be carried out beyond normal working hours and during night time approval in advance for the working has to be obtained from the Chief Engineer. Overtime charges of the departmental supervisory staff has to be borne by the “Tenderer”.

20. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under Clause No.42 of General Conditions of Contract, (In the printed booklet) 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.

21. Watch and ward of all materials and equipment will be responsibility of the contractor and no claims will be entertained towards loss or damage to the contractor’s materials and equipments.

22. All precautions to ensure safety of workmen must be taken while execution of work. Traffic rules should be strictly followed to avoid accidents & unforeseen incidents.

23. The contractor must ensure the safety of labourers engaged by him while crossing the track during the course of execution of work & the Port will not be
responsible for any injury sustained by the labourer or for any fatal accident.
The contractor should bear all the loss & expenditure involved. Wherever
necessary he should also provide necessary look out men.

24. During the course of execution of work if any underground /overhead or any
other cable/OF C are damaged by the contractor or his labour etc., purely due
to the default of the contractor, the cost of damage, as decided by the Port
Administration will have to borne by the contractor.

25. Before taking up any digging work, it is the responsibility of the contractor to
get cable layout plan from Chief Mechanical Engineer or his representative of
the work & arrange to demarcate at the same at the site. The contractor shall
take special precaution while carrying out works at location where there is
likelihood of any underground cables/OF C etc., & the work shall not be carried
out without the presence of an authorized Port supervisor.

26. The Additional Special Instructions given above shall prevail over those
stipulated elsewhere in the tender documents forming part of the contract.
The volume containing the Instructions of Tenderers, the General conditions,
Special conditions and Specifications forms an integral part of the tender
document and the same shall be submitted along with the Volume - I of the
tender documents all duly signed by the tenderer.
Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

xi. SPECIAL CONDITIONS FOR TENDERERS

1. The contractor shall have all the tools and plants required for execution of the work

2. No extra payment shall be made for the stretch which is to be attended again the contractor shall attend the same free of cost.

3. The contractor shall have to make his own arrangement to transport the material supplied by the department to the work spot within the B.G. siding in Port area.

4. Contractor shall make his own arrangements of storing tools & plant items at his own risk and cost in the vicinity of the railway area.

5. Contractor shall carry out the work without disturbing the Railway traffic operations.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/38/2016

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

xiii. CHECK LIST FOR SUBMISSION OF TENDER

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Have you purchased / downloaded the tender document from internet for submission by your firm?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Have you submitted cost of tender document in the form of DD or cash receipt, in case you have downloaded from internet?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Have you submitted the tender in the Mormugao Port Trust's Form?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Have you furnished full postal address, telephone number/Fax number, email?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Have you kept your offer valid for 180 days as specified?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Have you submitted Demand Draft pertaining to Earnest Money? i. DD No. _____ dated drawn on bank____________ payable at ___ amounting to Rs. 45,000/-..</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Have you submitted documents pertaining to status/ contribution of the firm, partnership deed and power of attorney?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Have you submitted Audited Statement of Accounts for last three (3) years ending 31.03.2015?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Have you submitted Copy of current Income Tax Return Acknowledgment?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Have you submitted document in support of the Technical System Qualifying Criteria (Eligibility Criteria)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Have you submitted list of works in progress along with copy of work orders?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Have you submitted Appendix - IV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Have you submitted Performa 1 to 3?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Particulars</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>14</td>
<td>Have you submitted EPF Number issued by Provident Fund Department?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Have you submitted ESI Number issued by Employees State Insurance Department?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Have you submitted Permanent Account Number issued by Income Tax Department?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Have you submitted Service Tax Registration Number?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Have you Signed and seal with date on every page of tender document submitted?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Have you attested all the corrections?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Have you submitted Price Bid in separate Cover?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:**
The above Checklist is not exhaustive. The tenderer must go through carefully the entire Booklet and submit the tender compliance of all the conditions/ provisions instructions mentioned therein irrespective of the fact that they have been highlighted in the Checklist or not.

Signature ________________

Name of the Tenderer

Seal:

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

**TENDER No. CE/38/2016**

Name of Work: Providing and laying precast plain concrete slabs for paving in Between Railway Tracks in R&D Yard.

### VENDOR REGISTRATION FORM

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of the Organization</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>2. Address (In Detail)</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>3. Telephone Number</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>4. E-Mail ID</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>5. Permanent Account Number (PAN)</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>6. Bank Name</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>7. Bank Branch Address (In Detail)</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>8. Bank Branch Code</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>9. Bank Account Number</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>10. Bank Account Type</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>11. Magnetic Ink Character Recognizer (MICR)</td>
<td>: ____________________________</td>
</tr>
<tr>
<td>12. Tax Identification Number (TIN)</td>
<td>: ____________________________</td>
</tr>
</tbody>
</table>
13. Service Tax Registration Number : __________________________

14. Service Tax Registration Code : __________________________

15. CST Registration Number : __________________________

16. Employee Provident Fund (EPF) Registration Number : __________________________

17. Employee State Insurance Scheme (ESIS) Registration Number : __________________________

18. IFSC Code : __________________________

Signature __________________________
Name of the Tenderer __________________________
Seal:

Date: __________________________