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.
   ___________ ___________ ___________
   ____________________________
   SIGNATURE OF AXEN (Actt)

B. 1. Name of work
   : Purchase and demolition of V3 shed at Baina, Vasco

2. Cost of Cash set of Tender Documents
   : Rs.2000 /-

3. Date of issue of Tender Documents
   : To : 04.08.2016

4. Date of receipt of tender and time.
   : 04.08.2016 upto 15.00 hrs.

5. Amount of E.M.D.
   : Rs 12,200/-

6. Date of opening of tender and time.
   : 05.08.2016 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.
   : Lump Sum

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.

__________________________
AXEN (Actts)
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/ 60 /2016

Name of Work: Purchase and demolition of V3 shed at Baina, Vasco

GENERAL INDEX

1. Tender Notice
2. Form of Tender
3. Appendix – I
4. Additional Instructions to Tenderers
5. Additional General Conditions of Contract
6. Directions to tenderers for filling in the Schedule of quantities & rates
7. Schedule of Quantities & Rates

Mormugao Port Trust
Engineering Civil Department
Main Administrative Office Bldg
Headland, Sada, Goa
Sealed tenders in Single Cover System are invited from the Contractors registered/unregistered with Engineering Civil Department (M.P.T.), Class “B2” and above.

<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>1.</td>
<td>CE/60/2016</td>
<td>Purchase and demolition of V3 shed at Baina, Vasco</td>
<td>Rs.6,08,300/-</td>
<td>21.07.2016 to 04.08.2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Class “B2” and above</td>
<td>Rs.12,200/-</td>
<td>05.08.2016 At 3.30 pm.</td>
</tr>
</tbody>
</table>

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. 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 superscribed 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 date of opening of the tender.
3) Tender documents will not be sent by post or courier service.
4) Right to reject any or all tenders without assigning any reasons thereof, are reserved.
5) **Conditional tenders are liable to be rejected.**
6) If any unregistered contractor wishes to purchase the tender copy, he has to apply for registration, pay 100% of the registration fees. If after 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: 07.2016.
Name of Work : Purchase and demolition of V3 shed at Baina, Vasco.

1. TENDER NOTICE

1. Sealed Percentage tenders in Single Cover System are invited on behalf of Mormugao Port Trust from contractors registered with M.P.T. under Class “B2” and above (of MPT)” for the work of “Purchase and demolition of V3 shed at Baina, Vasco.”

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. 2000/- which sum will not be refunded. Additional set can be obtained on payment of Rs.2000 /- (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 :

- Purchase and demolition of V3 shed at Baina, Vasco.

- Disposing the dismantled debris at places as directed and taking away the retrieved material, except plumbing items as mentioned in BOQ, after rough leveling of premises
5. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs. 12,200/- (Rupees Twelve thousand two hundred only), and E.M.D. should be lodged in the form of Demand Draft drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at Vasco-da-Gama, Goa or by Cash and a cash receipt obtained from A.O. (Cash), is required to be enclosed along with the Tender in originals. In any case, E.M.D. in the form of Cash/ Cheque along with tender will not be accepted.

a. The E.M.D. and the Tender documents in single 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 A.X.E.N (Accounts), 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 having submitted Security Deposit and Purchase Amount creditable to the Port by the contractor.
6. Security Deposit: An amount of Rs.30,500/- (Rupees Thirty thousand Five hundred only) be payable by way of Demand Draft/ Banker’s cheque, payable at Vasco-da-gama, in favour of FA & CAO/MPT.

7. Net amount creditable to Port as per the Bill of Quantities, to be remitted by the Contractor in addition to Security Deposit as stated above. Unless Security Deposit and net amount with applicable VAT payable on the amount due to Port is paid by the Contractor, the work will not be allowed to commence.

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 superscribed “**Purchase and demolition of V3 shed at Baina, Vasco.**” 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/60/2016) kept inside the cabin of AEN (Accounts), Chief Engineer’s Office at Main A.O. Building, 2nd floor, Mormugao Port Trust upto 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 their offers, whether sent by post or by hand delivery, must reach the office on or before the due date and time. Offers received late will not be considered even though posted in the post office before due date.

17. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.

18. Unsigned tenders will not be considered.

19. **Sales Tax, Income Tax ,VAT** etc. as applicable from time to time shall be paid by 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.

23. All the Electrical fixtures like fans tubelights if any shall be handed over to Electrical Section, Port, except wiring, boards shall be property contractor.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/ 60 /2016

Name of Work : Purchase and demolition of V3 shed at Baina, Vasco

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 “Purchase and
demolition of V3 shed at Baina, Vasco..” 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 30 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.12,200 /- (Rupees Twelve thousand two
hundred only) as a deposit or earnest money of my/our willingness to enter into the
contract if my/our tender is accepted.

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

5. I/We also agree, if awarded the contract, that the Earnest Money lodged with
this tender will be retained by the Board of Trustees towards part of the Purchase
Amount and 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 and a 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.

6. I/We further agree, if awarded the contract, to lodge the Purchase amount and Security Deposit within 07(seven) days or such extension of the period permitted by the Chief Engineer, failing which the EMD will be forfeited.

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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.____________________</td>
<td>_______ Years</td>
</tr>
<tr>
<td>2.____________________</td>
<td>_______ Years</td>
</tr>
<tr>
<td>3.____________________</td>
<td>_______ Years</td>
</tr>
<tr>
<td>4.____________________</td>
<td>_______ Years</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 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.
Name of Work: Purchase and demolition of V3 shed at Baina, Vasco

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

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Particulars</th>
<th>Cl. of G. C.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Amount of Initial Security Deposit and time</td>
<td>11(1)</td>
<td>Rs 30,500/- (Rupees Thirty thousand Five hundred only) and period of 4 months</td>
</tr>
<tr>
<td>2.</td>
<td>Period for commencement from the Chief Engineer’s orders to commence.</td>
<td>38</td>
<td>07 days.</td>
</tr>
<tr>
<td>3.</td>
<td>Time of Completion</td>
<td>40</td>
<td>30 days.</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>Period of maintenance</td>
<td>45(1)</td>
<td>Not applicable to this contract</td>
</tr>
<tr>
<td>6.</td>
<td>Total Retention Money</td>
<td>11(1)</td>
<td>Not Applicable to this contract</td>
</tr>
<tr>
<td></td>
<td></td>
<td>54(1)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Mobilisation advance</td>
<td>69</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>8.</td>
<td>Interest rate on Mobilization advance</td>
<td>69</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>9.</td>
<td>Variation in price of labour and materials</td>
<td>70</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>10.</td>
<td>Arbitration</td>
<td>66</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>11.</strong> Payment</td>
<td>Amount due to Port alongwith applicable VAT, as per offer submitted to be paid by the Contractor within 7 days after receipt of letter of Intent.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>12.</strong> Minimum amount of third party insurance</td>
<td>Cl. 5-8 of Adl. General Condn. of Contr.</td>
<td>Applicable to this contract</td>
<td></td>
</tr>
</tbody>
</table>

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 / 60 / 2016

Name of Work : Purchase and demolition of V3 shed at Baina, Vasco

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 Rs.30,500/- (Rupees Thirty Thousand five hundred only ).
   a. The Earnest Money (EMD), will be retained towards part of the Purchase amount to be deposited by the contractor.
Unless the Purchase amount and Security deposit is lodged 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, 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. **Reserve Price (Credit to Port) :** Contractor shall clearly indicate in figures and words the offer price, creditable to the Port on account of Purchase of the structure. The contractor shall remit entire credit price to the Port in the form of D.D / Bankers cheque addressed to FA & CAO / MPT. The work order shall be placed only after remitting the said amount. The entire amount will be forfeited in the event of contractors failure to complete the work.

The contractor shall dismantle the entire structure and separate out serviceable and unserviceable materials. The unserviceable material shall be transported within distance of 5.00 km, or as directed to fill the low lying areas and keep the site neat. The serviceable material is the property of contractor except plumbing items and electrical fixtures as stated and he shall be allowed to taken out after satisfactory carrying out of dismantling and leveling works.

7. The entire work comprised in this contract is required to be completed within the period as described in the ‘Tender Notice ‘. No counter conditions as regards to completion period shall be quoted by the tenderers.

8. 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,

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 & VAT 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**
Name of Work: Purchase and demolition of V3 shed at Baina, Vasco

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

1. The quantities mentioned in the Schedule of Quantities and Rates are only approximate and the Board is liable to pay for only such quantities of work as are actually executed.

2. The item 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: Electric supply will be given as per prevailing rates and supply point will be indicated by the CME’s Department, if required, and the contractor shall provide his own cable from the supply point to the place of work. However in case it is beyond MPT to provide Electricity 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.

(ii) The materials, Constructional Plant and other things brought on to the site by the contractor to the full value of such materials, Constructional Plant and other things.

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 the works, the contractor but without limiting his obligations and responsibilities under clause 22 of G.C.C. (Vol. I) shall insure against any damage, loss or injury which may occur to any property (including that of the Board) or to any person (including any employee of the Board) by or arising of the execution of the works or Temporary Works or in the carrying out of the contract otherwise than due to the matters referred to in the provision to clause 22(1) of G.C.C. (Vol. I).

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. **Lease rent** shall be charged to the contractors for the area allotted for construction of their temporary sheds for site office/ store /labour hutment’s required in the contract works. Licence fees on Port land for maintenance office buildings and other structures at Mormugao Harbour at General wharf level as per prevailing rates.

15. If for any reason the entire site cannot be handed over to the contractors, the Contractor shall immediately commence the work in the portion of the site released. If in the opinion of the Chief Engineer, contractor’s work is held up or totally stopped due to non-availability of the remaining site, the Chief Engineer may extend the time for completion of the work by treating non-working period for such days as he shall consider immediately on being informed that the remaining site is available for the work. However no idle time charges for idling of machinery and men will be considered.

16. 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.

17. 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.

18. 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.

19. **Rates and Prices for purchase to be inclusive.** The purchase amount should include for all supporting special equipment, designed scaffolding, labour of required skill, supervision, materials, erection, overheads and profits, watch and ward, insurance charges, during execution and every incidental and contingent costs and charges, whatsoever, including sales tax on works contracts, etc. if any, for compliance with conditions of contract and specification. 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 as applicable.

20. 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.

21. 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.

22. **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.

23. The electrical fixtures, items, electrical inventory are the property of the Electrical section/CME Dept. and should be carefully removed by the contractor, without damaging and handover to the Electrical Section Officer as directed by the XEN(E)/CME Dept.

24. Contractor shall be allowed to take out the retrieved serviceable material only after transporting and clearing and levelling the site up to ground level. Only upon certification from concerned sectional Officer stating the satisfaction of work, the contractor shall be allowed to take out the retrieved material.

25. Contractor shall strictly follow all safety measures and with all safety equipments should be provided.

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

TENDER NO: CE /60 / 2016

Name of Work: Purchase and demolition of V3 shed at Baina, Vasco

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. Only one rate shall be quoted for Purchase, dismantling all said structures and taking away all materials out of Port area except plumbing items as mentioned, keeping the site in clear and clean condition.

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 and analyze the work involved and work out the exact quantity and the cost of retrieved material accordingly quote the amount to be credited to Port. Amount Creditable to Port to be remitted by the Contractor against the purchase of said structures before taking up the work for dismantling.

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
Name of Work: Purchase and demolition of V3 shed at Baina, Vasco.

SCHEDULE OF QUANTITIES & RATES

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ITEM</th>
<th>Appx. QTY</th>
<th>UNIT</th>
<th>AMOUNT Inclusive of ST &amp; GT Rs. (A)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purchasing and dismantling of V3 shed by, as per the drawing, app size of 96 m length and 21 m width, work mainly consisting of dismantling of AC sheet roofing including all accessories, dismantling of steel trusses, dismantling of masonry, dismantling of RCC work, cutting of steel, dismantling of wooden doors, windows, partitions, Aluminum windows, Grills, Dismantling of down take pipes, dismantling of MS doors, Dismantling of plumbing items, (returning the retrieved plumbing materials such as PVC water tanks, loft tanks, wash basins, taps and flush tanks, valves and electrical fittings and fixtures etc to site office), dismantling of plinth up to ground level, including dismantling of floor PCC, rubble soling, filled up earth etc including transporting the dismantled materials to a lead of 5 kms and taking away the dismantled materials except plumbing items as stated above giving credit to the Port. All labour, materials, tools and plants etc complete.</td>
<td>2</td>
<td>3</td>
<td>Lump sum</td>
</tr>
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**Note:**

a) The contractor has to dismantle the structure upto ground, take away retrieved material, except plumbing items like PVC tanks, loft tanks, taps, flush tank and accessories, wash basins and electrical fittings and fixtures etc accessories, loading and transport dismantled debris/scrap etc. and level the ground as directed etc. complete.

b) Total quantity to be dismantled and retrieved material is to be assessed by the contractor and amount to be quoted accordingly.

c) The successful tenderer shall deposit the amount quoted creditable to the Port along with
Security Deposit before dismantling of the structure.

**d)** Tenderer shall pay TCS and Sales Tax & vat as applicable on the net amount payable to Port.

**e)** The contractor shall pay 5% VAT over the credit price to the Port.

<table>
<thead>
<tr>
<th>Credit Price in Figures (excluding VAT)</th>
<th>Rs. ____________________________</th>
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<tbody>
<tr>
<td>In Words  Rupees</td>
<td>________________________________</td>
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</table>

SIGNATURE OF TENDERER

Date : ____________.
Place: ______________