MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO CE/73/2016
FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

A. 1. Name and full address of the Contractor
to whom the Tender Documents are issued. :

2. Whether registered with Engineering (Civil)Department, if so, class of registration. :

3. If not registered, reference to the letter of the ChiefEngineer authorizing issue of the tender Documents. :

4. Date of issue of Tender Documents. :

_____________________________________________
SIGNATURE OF ASST. ENGINEER (ACCTS.)

B.1. Name of work: Annual Maintenance and upkeep of Gardens, lawns and
landscaping of Children park, Vocational centre at
Mormugao Port 2016-17.

2. Cost of each set of Tender Documents : Rs.1000/-

3. Date and Issue of Tender Documents : From: 19/08/2016
                                           To 30/08/2016

4. Date of receipt of tender and time : 31/08/2016 @15.00 hrs

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

6. Date of opening of tender and time : On 31/08/2016
                                           at 15.30 hours.

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

8. Form of contract : Percentage rate

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

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

_____________________________________________
ASST. ENGINEER (ACCTS.)                     SUPERINTENDING ENGINEER (HL)
Name of Work: Annual Maintenance and upkeep of Gardens, lawns and landscaping of Children park, Vocational centre at Mormugao Port 2016-17.

GENERAL INDEX

1. Tender Notice
2. Tender form.
3. Appendix – I.
4. Additional Special Instructions.
5. Directions to tenderer for filling the schedule of quantities & rates.
8. V. R. F.

NOTE:

1. Tenders are liable to be rejected if the unit rates are not written both in words and figures in the schedule of quantities and rates.
2. Tenders should be sealed in addition to being closed by using gum. Tenders received without being so closed and sealed will not be opened, but will be rejected outright.
3. EMD shall be paid in the form of DD or cash and a cash Receipt obtained shall be enclosed along with the tender.

CHIEF ENGINEER
Sealed limited percentage rate tenders in single cover system are invited from the contractors registered in class C and above with the Engineering (Civil) Department of Mormugao Port Trust,

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Class of registered contractor eligible to tender.</th>
<th>Cost of tender document (non-refundable)</th>
<th>Estimated cost of work put to tender</th>
<th>Sale of tender documents From/To Submission Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Class <code>C</code> and above.</td>
<td>Rs. 1000/-</td>
<td>Rs.2,48,565/-</td>
<td>19.08.2016 To 30.08.2016 Upto 3.00PM</td>
</tr>
<tr>
<td>2.</td>
<td>Annual Maintenance and upkeep of Gardens, lawns and landscaping of Children park, Vocational centre at Mormugao Port 2016-17.</td>
<td>Rs. 5,000/-</td>
<td>12 months</td>
<td>31.08.2016 at 3.30 pm</td>
</tr>
</tbody>
</table>

1. The tender set consisting of the Tender Notice, Additional Instructions to Tenderers, Special Conditions of Contract, Schedule of Quantities and Rates and Form of Tender may be obtained from the Office of Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust at Headland, Sada, Goa on payment of Rs. 1000/- which sum will not be refunded. Additional set can be had on payment of Rs. 1000/- (Non-refundable), if desired.
2. The interested firms may alternatively download the Tender Documents from the Mormugao Port Trust web site http://www.mptgoa.com However, a separate sealed envelope super scribed 'Tender Cost' containing a Demand Draft/ Banker’s Cheque drawn in the name of “FA & CAO of the Port of Mormugao” towards the cost of tender document may be placed in the envelope containing the sealed offer submitted in the downloaded Tender Document, failing which the offer of the firm will be left out of consideration. The downloading of the Tender Documents shall be carried out strictly as provided on website. No editing, addition/deletion of matter shall be permitted. If such action is observed at any stage, such offer is liable for outright rejection.

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

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

4. The proposed work comprises of :-
   A) **Annual Maintenance and upkeep of Gardens, lawns and landscaping of Children park, Vocational centre at Mormugao Port 2016-17.** The work is to be carried out as described in Schedule of Quantities & Rates attached herewith to this tender and as directed at site.

5. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs. 5,000/- (Rupees Five Thousand only), and E.M.D should be lodged in the form of Bankers Cheque or Demand Draft or Pay Order drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at Vasco-Da-Gama, Goa is required to be enclosed along with the Tender. In any case, E.M.D. in the form of Cheque will not be accepted.

   a. The E.M.D should be put in a sealed envelope and marked as “EMD” and should be submitted along with the tender in a sealed envelope. The Sealed envelope containing the tender document including the sealed envelope enclosing the EMD shall bear the identifications like (i) Tender No. (ii) Description of works (iii) Bidders name and Address and (iv) Due date and time of bid opening. If the envelopes are not sealed properly, Mormugao Port Trust will assume no responsibility for the misplacement or premature opening of the bids submitted and same is liable for rejection.

   b. Bids if not accompanied with requisite EMD as indicated at 3 above and in the manner described above shall be treated as invalid and shall not be opened.
c. E.M.D. of the Tenderers excepting first three lowest tenders will be refunded to Contractors. Contractors are requested to contact the Senior Assistant Secretary, Chief Engineer’s Office, Main Administrative Office, Mormugao Port Trust for claiming such refund along with copy of original receipt issued by this office.

d. Contractors may submit the following information in order to refund the EMD’s/ Bank Guarantee/ Security Deposit/ Retention Money, payments of bills etc.
a. Name of Bank.
b. Place.
c. Account No.
d. Type of Account
e. PAN
f. EPF No.
g. ESI No.
h. Service Tax No.

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

e. EMD of the other tenders i.e. any two among the first three lowest Tenders will be refunded to them only after acceptance of work order by successful tenderer and only after lodgment of initial Security Deposit (ISD) by the same contractor. E.M.D. of successful contractor will be retained towards Initial Security Deposit.

6. Security Deposit: 10% of the work done or value of contract, whichever is more.
a) Amount to the extent of 5% of the value of contract to be paid in Cash or in the form of a Bank Guarantee at the time of acceptance of the tender, as initial Security Deposit.
b) The remaining 5% of Security Deposit to be deducted from the running account bills at 10% of each running bill till the entire security deposit of 5% of value of contract are recovered. However, the contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank Guarantee (s) for like sum (s) at any stage (s) of the work.
c) The entire amount of 10% of the value of the contract may be paid in cash Demand Draft /Pay Order or in the form of Bank Guarantee at the time of acceptance of tender.

Note:
  i) The Bank Guarantee of 5% of the Contract Price as initial Security Deposit will be valid till the completion of the contract plus 3 months.
  ii) The Retention Money of 5% of the contract Price will be released after successful completion of the work and after issue of Completion Certificate by the Chief Engineer.
  iii) In case the Tenderer desire to quote premium of cost of work put to tender more than 15%, the Tenderer will have to give the rate analysis for any or all the item of work along with the tender.
7. Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of tenders.

8. The subject contract period is for **one year** from the date of receipt of pre-acceptance letter/work order or release of site whichever is later.

9. Counter conditions stipulated in completion period by the contractor will not be considered. Tenders with counter conditions are likely to be rejected summarily without assigning any reasons therefore.

10. Time is the essence of contract Liquidated Damages for delay in Commencement 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.

11. 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. Please note that the area behind the vocational centre is to be properly maintained and inspection can be arranged in consultation with the Executive Engineer-CD, Tel No: 2594609.

12. 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.

13. The original tenders to be submitted should be enclosed in as sealed cover and superscribed ‘Annual Maintenance and upkeep of Gardens, lawns and landscaping of Children park, Vocational centre at Mormugao Port 2016-17,’ and should be addressed the Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland. Sada, Goa-Pin: 403804.

14. The tenders complete in all respects should be placed in the Tender Box kept inside the cabin of senior Assistant Secretary, Chief Engineer’s office at Main A.O. Building, 2nd floor, Mormugao Port Trust up to 15.00 hrs. on due date and opened at 15.30 hrs. on the same date in the presence of such Tenderers who may wish to be present.

15. The Tenderers should specifically note that their OFFERS SHOULD REACH THIS OFFICE ON OR BEFORE THE DUE DATE AND TIME. OFFERS RECEIVED LATE WILL NOT BE CONSIDERED. TENDERS SENT BY POST WILL BE REJECTED.
16. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.

17. Unsigned tenders will not be considered.

18. Income Tax etc. as applicable from time shall be deducted from the amount payable to the Contractor at source. Under no circumstances taxes so deducted shall be reimbursed to the contractor.

19. The Contractor should comply with the provision of the Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.

20. The Tenderers should strictly note that they should be not allowed to fill in the tender or seal the tender in Mormugao Port Trust premises.

21. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.

22. The service tax registration is mandatory. Service tax shall be paid as per applicable rates along with the all bills for payment.

CHIEF ENGINEER
FORM OF TENDER

The Chief Engineer,
Mormugao Port Trust.

I/We ______________________________ do hereby offer to execute the work comprised in the annexed Tender Notice ‘Annual Maintenance and upkeep of Gardens, lawns and landscaping of Children park, Vocational centre at Mormugao Port 2016-17. In strict accordance with the instructions to Tenderers, General conditions of Contract. Specifications etc at the Percentage Rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the work included in the Schedule of Quantities and Rates for the contract period of one year 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 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 commencement of 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.5,000/- (Rupees Five Thousand only) as a deposit or earnest money of my/our willingness to enter into the contract if my/our tender is accepted.

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

5. I/We also, agree if awarded the contract that the earnest money lodged with this tender will be retained by the Board of Trustees towards part of the Initial Security Deposit and to make further deposit by Bankers cheque/demand draft in the favour of FA&CAO,MPT, Headland Sada payable at Vasco- Da- Gama, Goa/by way of a Bank Guarantee, within (7) seven days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust. The Board of Trustees will also have the option to retain the entire amount for Initial Security Deposit of 5% of the Contract Price in the form of Bank Guarantee.

6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 5% of the contract price of my/our tender by way of deductions from my/our bills at the rate of 10% of the gross value of work certified in each bill till the amount of 5% of the contract price is accumulated.

7. I/We agree to abide by this tender to be valid for the period of 180 days from the date fixed for receiving/opening the same and it shall remain binding upon me/us and may be accepted any time before the expiration of that period.
8. I/We hereby certify that my/our registration certificate under the Goa Sales Tax on the transfer of property in goods involved in the execution of works Contract Act, 1985 is in force on the date on which the sale of goods specified in this bill/cash memorandum is made by me/us and the tax under the act will be, if payable, be paid before furnishing my/our returns under the Act.

9. I/We have inspected the site and I am/We are fully aware of the work to be carried our while tendering for the contract.

10. I/We request that early payment of 100% of the amount of interim bills be made from time to time in advance of such bills being audited.

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

   Name: ______________________________________________
   Age: ___________ years

   *(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 is 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 agree for deduction of Service Tax as per latest amendments in the Finance Act 2012 and also agree to deduct as and when the Changes in Service Tax Laws by the Government of India.

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

   a) List and description of main plant and equipments proposed to be used on this work.

   (Note: a & b 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.

*******
Annual Maintenance and upkeep of Gardens, lawns and landscaping of Children park, Vocational centre at Mormugao Port 2016-17.

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

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Clause of G.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Amount of initial security and time</td>
<td>11(1) Five percent of the contract price and period 18 months.</td>
</tr>
<tr>
<td>2. Period for commencement from the Chief Engineer’s orders to commence.</td>
<td>38 3 days or as specified in order</td>
</tr>
<tr>
<td>3. Contract Period</td>
<td>40 One year</td>
</tr>
<tr>
<td>4. Amount of liquidated damages.</td>
<td>43 Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.</td>
</tr>
<tr>
<td>5. Period of maintenance</td>
<td>45(1) Not applicable</td>
</tr>
<tr>
<td>6. Percentage of retention from each running account bill</td>
<td>54(1) 10 %. Also please refer Cl.No.5 of additional instructions to tenderers.</td>
</tr>
<tr>
<td>7. Limit of Retention Money</td>
<td>54(1) 5%value of the contract.</td>
</tr>
<tr>
<td>8. Total initial Security Deposit and Retention Money.</td>
<td>11(1) 10% value of the contract.</td>
</tr>
<tr>
<td>9. Minimum amount of interim certificate.</td>
<td>54(1) Rs.50000/-</td>
</tr>
<tr>
<td>10. Time within which payment to be made after contractor’s submission of the bill.</td>
<td>54(1) 100% within 20 days from the date of bill submitted based on the joint measurements thro SAP.</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 )

ADDRESS : ____________________________

____________________________

____________________________

Witness :_____________________

_______________________

Occupation : ________________

________________________

SIGNATURE OF TENDERER

Date: ________________
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

Tender No:- CE/73/2016

Annual Maintenance and upkeep of Gardens, lawns and landscaping of Children park, Vocational centre at Mormugao Port 2016-17.

ADDITIONAL SPECIAL INSTRUCTIONS

1. Proper and satisfactory maintenance and up-keep of garden and landscaped area including all lawns, plants, trees etc. within the specified premises is the essence of the contract and no let down will be permitted. Failure to fulfil this condition of satisfactory maintenance will attract non-payment / reduced payment of price quoted on proportionate basis to be decided by the Chief Engineer whose decision is final and binding. The contractor should deploy the minimum number of persons per day as specified. Failure to deploy such stated labour will be considered as breach in contract. However, mere deployment of the specified labour shall not relieve the contractor of his contractual obligations.

2a) Water required for the regular watering and maintenance of the garden will be supplied by the Port to the EXTENT POSSIBLE free of cost. All arrangements including pipe connections, the hose pipes, sprinklers etc. as may be required shall have to be arranged by the contractor at his cost. Watering shall be done daily in the early hours in the morning before 9.00hrs. and in the evening after 16.00hrs.

2b) Water is supplied to the garden to limited time as per days schedule programmed; contractor shall make arrangement to provide storage facilities at his cost to store water for days requirements as and when released.

3) However, it shall be specially noted that in case of failure of supply of water from the Port due to any reason whatsoever, the contractor shall arrange to procure water in tanker or any other suitable transport and arrange for satisfactory watering as directed by Chief Engineer or his representative. The cost of such transporting of water by tanker etc. will be paid as per actual on producing the original bill.

4) The period from beginning of June to end of September is considered as rainy days for purpose of maintenance of the plantation against the item of bill of quantities. However, advantage shall not be taken in case of delay in the onset of monsoons and early receding of rain and watering shall be done
sufficiently in the event of delay in the onset of monsoon or early receding of monsoon.

5) Cost of replacement/vacancy filling of seasonal and other flowering plants and trees shall be deemed as included in the price quoted against the items. However, special trees, plants etc. as required by the Port at any area shall be procured by the contractor and the cost shall be reimbursed as per actual on production of receipts. The extreme end undeveloped portion of Children Park (Western side) shall be developed by planting sufficient no of seasonal and other flowering plants and trees during the month of Oct,14, and maintained in good condition as directed.

6) Any damage to the Port property caused during the maintenance operation shall be made good or compensated the contractor.

8) Security Deposit will be refunded one month after satisfactory completion of the maintenance and after issue of completion certificate by the Chief Engineer.

9) The tenderer shall inspect the site and fully study the nature of work involved vis-à-vis the quantity and specifications, before tendering for the work. Any clarification in this regard will be given, if required, prior to submission of quotation.

10) The work shall be carried out without disturbing the operation of Port or other agencies working in the department.

11) The application of fertilizer, manure etc. shall be done as and when required or as directed.

12) If any conditions are to be stipulated by the tenderer the same should be written, put in a separate sealed cover and submitted super scribing, the name of the work and name of the tenderer. If any conditions stipulated by the tenderer are found in single cover containing tender documents the same will not be considered and treated as withdrawn by the tenderer.

13) Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under clause No. 42 of General Conditions of contract, (In the period booklet) in volume – I of the tender documents will be given to the contractor subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port’s supervisory staff.

14. The minimum staff should be deployed on all days except Sundays and national holidays such as Independence day/Republic day. However arrangement should be made to post the labour at worksite to do watering on these days also.
15. The list of the labours deployed for work shall be submitted to the incharge at Headland indicating the name of workers. EPF & ESI Nos. on day to day bases.

16. Photo identification card/ESIC smart card to be provided to the workers deployed indicating their EPF Nos., ESI Nos. etc. and colour copy of it is to be attached to list being submitted to the incharge.

17. All type of taxes excluding Service Tax to be included in the price quoted by the bidder.

18) Daily labour shall report 7.30 Hrs to 12.30 Hrs and 15.00hrs to 18.00hrs. and take up the gardening work and reporting late shall attract the penalty of Rs.150/- per late attendance per each labour. Also a penalty will be levied @ Rs. 300/- per labour & Rs. 400/- per Malee for absenteeism of labour & malee respectively.

19) Pesticide should be done once a month or as and when directed by Chief Engineer or his representative. All fruits, coconuts etc shall be plucked/collected from trees from time to time and dispensed with prior permission and as directed by the Engineer in charge.

20) Spraying of pesticides shall be done as and when directed and the cost of pesticides only shall be reimbursed as per actual on production of receipts.

21) The labour posted by the Contractor should be able to take instructions from the concerned departmental staff to work at any other locations shown in the MPT areas as required.

22) If the maintenance is not carried out satisfactorily for the gardens or if the labours are not deployed properly by the Contractor, proportionate deduction in the rate will be effected in the respective bill.

23) The Contractor’s supervisory staff shall be fully experienced in the type of work to be carried out under their supervision.

24) The Contractor is required to submit a certificate about the person employed by him so that he undertakes the complete responsibility on their activities when present in Port areas. The Contractor should also submit details of employees to verify their antecedents from Police/local authorities for security reasons.

25) 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. 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.

26. Bidders may submit the following information in order to refund the EMD’s/Retention Money/BG’s/Security Deposits, payment of bill, etc.

   a) Name of the Bank and Branch.
   b) Account No.
   c) Type of A/c. No.
   d) PAN No.
   e) EPF, ESI Number & Insurance Policy, if any.

27) Contractor should comply with all regulations of Provident Fund, ESI, labour etc. No bill will be forwarded for payment if the above regulations are not followed.

28) The Contractor shall maintain and update all records of labour employed for this work and produce the same to the Controlling Officer regularly and any other Competent Authority as and when required. The following minimum records shall be maintained:

   (i) Muster roll.
   (ii) Register of Wages.
   (iii) Material Register (stating total receive, daily consumption and balance).
   (iv) Site Instruction Book.
   (v) Joint record/measurement register.
   (vi) Any other records to be maintained under various acts as applicable.

29) The additional special instructions given above shall prevail over those stipulated elsewhere in the tender documents forming part of the contract. The volume containing instructions to Tenderers, General Conditions, Special conditions and General 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.

30) The contractor shall arrange to remove all weeded debris, dry leaves etc. from the premises and dump the same at Incinerator areas Bogda or as directed.

31) Contractor or his supervisor or a responsible person other than daily labour should be available at site daily from 7.30Hrs to 12.30 Hrs and from 15.00 hrs. to 18.00 hrs. and all the time of Port officials visit to the Garden.

32) Joint measurement will be taken on every month 1st working day along with contractor/Authorized representative for the earlier month work executed by the contractor. If the contractor/Authorized representative not reported on the joint measurement day (1st working day of the month) the measurement will be taken & recorded by the departmental representatives
and payment will be made according to our measurement only at the time of payment.

33) In case the Chief Engineer or his representative finds that the quality of the work is unsatisfactory during the progress of work remedial action including reduction of payment on pro-rata basis will be taken from the contractors running account bills.

34) Seasonal plants are to be planted in consultation with horticulturists or as directed.

35) Quoted price is inclusive the expenditure of Horticulturists visits on once every three months and records of suggestions given by the Horticulturists has to be followed and failure which, a penalty of Rs.500/- for non visit of Horticulturists and Rs.300/- for not maintaining the records shall be effected from running bill for first time and thereafter double of the above said amount each time.

37) SAFETY DEVICES ETC:

In partial modification of Clause No. 31 of the General Conditions of Contract, the contractor shall at his own expenses provide necessary safety devices such as safety footwear and gloves, helmets, safety belts including Uniform.

Superintending Engineer (HL)
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
TENDER NO. CE/73/2016

Annual Maintenance and upkeep of Gardens, lawns and landscaping of Children park, Vocational centre at Mormugao Port 2016-17.

DIRECTIONS TO TENDERER FOR FILLING THE SCHEDULE OF QUANTITIES & RATES.

1. Tenderer is required to fill in their percentage rate at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered. Only one percentage rate on all Rates of Schedule of Quantities & Rates shall be named.

2. The Percentage Rate inserted shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity.

3. Quantity of each item of work mentioned in the Schedule should be noted and the percentage rate worked out carefully, having regard to the specifications before submitting the tender, as no variation in rates etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted. The percentage rate, above or below the Schedule/Estimated rate, indicated at the end of the Schedule of Quantities & Rates, will apply to each item, of the tender and any excess in the item that may be directed to be executed by the Chief Engineer.

4. Tenderer are requested to note that though the contract is for Percentage rate, they are required to add or deduct the amount due to this percentage, as the, case may be and work out the final figures(amount of their tenders), at the end of the Schedule of Quantities & Rates.

5. The Percentage Rate 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, is liable for rejection of tender.

6. In the percentage rate quoted by the Tenderers shall be inclusive of Sales Tax, VAT, General Tax, Octroi, Excise Duty, Service Tax, Income Tax, workers safety devices, etc. and all other incidental charges that the tenderer may have to bear for the execution on the works. The service tax registration is mandatory. Service tax shall be paid as per applicable rates along with the all bills for payment.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

Tender No:- CE/73/2016

Annual Maintenance and upkeep of Gardens, lawns and landscaping of Children park, Vocational centre at Mormugao Port 2016-17.

SCHEDULE OF QUANTITIES & RATES

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description of work</th>
<th>Appr Qty</th>
<th>Unit of Qty in words</th>
<th>Rate In Rs.</th>
<th>Amount Rs. Ps.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintenance and up-keep of garden, lawns, entire landscaped area of Children’s park including all flowering plants, fruit bearing and other trees, etc. comprising of watering of lawns, plants, shrubs, trees etc. other than the rainy season to the satisfaction of the Chief Engineer or his representative mulching and re-soiling works whenever and wherever necessary and as directed by the department including loosening the soil, weeding by uprooting wild growth, lawn mowing with loan mower machine at least once in a three months or as directed, sweeping and keeping clean the roads, pathways, lawn areas, clearing of dried up and fallen leaves and other foreign materials are to be decomposed later, same to be used for garden, keeping the whole premises in excellent condition, pruning/ trimming of trees and plants including carrying out repotting and depotting of potted plants and shifting them periodically according to the requirement. Western end triangular area of the park shall be developed by planting ornamental/fruits bearing trees etc as directed during the rainy season,</td>
<td>12</td>
<td>months</td>
<td>13452.42</td>
<td>161429.00</td>
</tr>
</tbody>
</table>
All road portion and its both sides about 2 to 3 m wide from AVC to Coast Guard Compound wall adjacent to park shall be cleaned from debris, weeding etc once in a week during contract period. All labour and materials, tools, plants, pesticides etc. complete. (Approx. area = 3200m²) Garden to be maintained on daily basis as instructed except on Sundays (Minimum 2 nos of labour on each day. Malee minimum 4 times in a month (Weekly Once) and Malee is common for children park and vocational centre)

<p>| | | | |</p>
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<tbody>
<tr>
<td>2</td>
<td>As detailed in item No.1 but for carrying out maintenance of <strong>Vocational Centre</strong> (approx area 2000sq.m), Garden to be maintained on daily basis as instructed except Sundays (Minimum 1 nos of labour to be deployed on each day)</td>
<td>12</td>
<td>Month</td>
</tr>
<tr>
<td>3</td>
<td>For carrying out maintenance of Japanese Garden once a week only to keep foot paths and its surrounding area about 2m on either side always clean including weeding, cutting bushes, creepers, and any other wild growth and i.e. 4 times in a month. (minimum 1 labours once in a week)</td>
<td>12</td>
<td>Month</td>
</tr>
</tbody>
</table>

Total amount in figures inclusive of all taxes but excluding Service Tax (A)Rs.2,48,565.00

Total amount in words: (Rupees two lakhs forty eight thousand five hundred sixty five only).
It is certified that I/We have read and analyzed the unit rates to determine the percentage rate for quoting

1. ADD: __________% (In figure) _________
   __________________% (in words) over the amount at A above.

   OR

2. DEDUCT: _________% (in figures) ___________
   __________________% (in words) from the amount at A above.

3. Gross/Net Amount inclusive of all type of taxes but excluding service tax, in figure Rs. ______________ & in words Rupees________________________

   **Witnesses**
   
   Signature : ___________________  Signature ___________________
   
   Name _________________  Name _________________
   
   Address _________________  Address _________________
   
   Tel No. _________________  Tel No. _________________
   
   Date _________________  Date _________________
FORM OF PERFORMANCE GUARANTEE / BANK GUARANTEE BOND

In consideration of the Board of Trustees of Mormugao Port Trust (hereinafter called 'The Board') having offered to accept the terms and conditions of the proposed agreement between ____________ 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 contained in the said agreement

1. We, _______________________________ (indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake pay to the Government an amount not exceeding Rs. ________________ (Rupees ____________________________ only) on demand by the Government.

2. We, ____________________________ Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the 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 the bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.

4. We, the said Bank, further agree that the Guarantee herein contained shall remain in 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 discharge this guarantee.
5. We __________________________ further agree with the Government that the Government shall have the fullest liberty without our consent, and without affecting 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 contractors(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 the Guarantee except with 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 __________________________ Bank.
VENDOR REGISTRATION FORM

1. Name of the Organization : ____________________________________________

2. Address (In Detail) : _________________________________________________
   _________________________________________________
   _________________________________________________

3. Telephone Number : _________________________________________________

4. E-Mail Id : _________________________________________________________

5. Permanent Account Number (PAN) : _________________________________

6. Bank Name : _______________________________________________________

7. Bank Branch Address (In Detail) : _____________________________________
   _________________________________________________
   _________________________________________________

8. Bank Branch Code : _________________________________________________

9. Bank Account Number : _____________________________________________

10. Bank Account Type : ________________________________________________

11. Magnetic Ink Character Recognizer (MICR) : __________________________

12. Tax Identification Number (TIN) : _________________________________

13. Service Tax Registration Number : ________________________________

14. Service Tax Registration Code : _____________________________________

15. CST Registration Number : __________________________________________

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

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

18. IFSC Code : _______________________________________________________

An ISO 9001 : 2008 Port ISPS CODE Compliant
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/73/2016

Annual Maintenance and upkeep of Gardens, lawns and landscaping of Children park, Vocational centre at Mormugao Port 2016-17.

ESTATE RENTAL CHARGES

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate Rs.</th>
<th>Rate Ps.</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></td>
<td></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.

SIGNATURE OF THE CONTRACTOR

CHIEF ENGINEER