MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

e- TENDER No. CE/ 27/2019

FOR

“Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”

Last date of uploading: 1500 hrs on 08.07.2019.

Date of opening: 09.07.2019 at 15.30hrs

Download tender from: CPPP: https://eprocure.gov.in/eprocure/app
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

E-TENDER No. CE/27/2019

Name of the Work:
“Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”

COVER NO. 1 (TECHNICAL BID)

1. Notice inviting Online Tender
2. Instruction for online bid submission
3. Tender Notice
4. Form of Tender.
5. Appendix – I.
6. Additional Instructions to Tenderers.
7. Additional General Conditions of Contract.
8. Scope of work
9. Directions to Tenderers for filling in the Schedule of quantities & rates
10. Declaration
11. Vendor Registration Form
12. GST Details
13. BOQ for reference only
14. Location Sketch

(PRICE BID)

1. Schedule of Quantities & Rate

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

e- PORTAL NOTICE INVITING ONLINE TENDER

e - TENDER NO: CE/27/2019

Notice No. CE/N-26/2019

e – Tender for
“Construction of Tree beds around the storage plots to the East side of T2 shed
( Part B).”

Last date of uploading: 08.07.2019 at 15.00 Hrs.
Date of opening: 09.07.2019 at 15.30 Hrs

Further details contact

CHIEF ENGINEER

----------------------------------------------------------------------------------------------
### Details about tender:

<table>
<thead>
<tr>
<th>Tender inviting</th>
<th>CHIEF ENGINEER, MORMUGAO PORT TRUST</th>
</tr>
</thead>
<tbody>
<tr>
<td>e - Tender No.</td>
<td>CE/ 27/2019</td>
</tr>
<tr>
<td><strong>Name of Work</strong></td>
<td>e – Tender for: “Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”</td>
</tr>
<tr>
<td>Estimated Cost</td>
<td>Rs.16,93,009.34</td>
</tr>
<tr>
<td>Bidding Type</td>
<td>Open (e-tender mode only)</td>
</tr>
<tr>
<td>Bid Call (Nos.)</td>
<td>One</td>
</tr>
<tr>
<td>Tender Currency Type</td>
<td>Single</td>
</tr>
<tr>
<td>Tender Currency Settings</td>
<td>Indian Rupee (INR)</td>
</tr>
<tr>
<td>Joint Venture</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>Tender Cost</td>
<td>Rs.2000/-</td>
</tr>
<tr>
<td>EMD Cost</td>
<td>Rs.25,400/-</td>
</tr>
<tr>
<td><strong>Mode Of Payment:</strong></td>
<td>e-payment only</td>
</tr>
<tr>
<td><strong>Payment of Tender Fee &amp; EMD</strong></td>
<td>The Tender fee and EMD shall be paid in e-payment mode only, before the due date and time of the tender. Mode of Payment towards Tender Cost, &amp; Earnest Money Deposit (EMD) to be paid online through e-Payment mode via:</td>
</tr>
<tr>
<td></td>
<td>i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS). Tenderer requires download pre-printed Challan towards credit of MPT available on e-tender website and make its payment through any of their Bank.</td>
</tr>
<tr>
<td></td>
<td>ii. Internet Payment Gateway (Debit/ Credit Card of type VISA, MASTERCARD or RuPay.</td>
</tr>
<tr>
<td></td>
<td>iii. Net Banking: Payment can be made through the Internet Banking of Any Bank.</td>
</tr>
</tbody>
</table>
**Note:** Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment. Exemption of EMD through MSME and NSIC is allowed and cost of the tender needs to be paid.

| Security Deposit | Two parts:  
|                 | (i) EMD to be converted into security deposit  
|                 | (ii) 10% retention money deducted from the running bills. and to be retained till defect liability period |
| Contract Period | 30 days |
| Qualifying Criteria: | PRE-QUALIFICATION CRITERIA / BIDDING CONDITION  
|                  | (A) Financial Criteria  
|                  | The average annual turnover during the last three years ending 31\(^{st}\) March 2018 of the tenderer should be at least Rs. 5.08 lakhs.  
|                  | (B) Technical Criteria  
|                  | The firm shall have successfully completed the similar works during the last seven years either of the following  
|                  | i) Three similar works each costing not less than Rs.6.77 lakhs  
|                  |     or  
|                  | ii) Two similar works each costing not less than Rs.10.16 lakhs  
|                  |     or  
|                  | iii) One similar works costing not less than Rs.13.54 lakhs  
|                  | NOTE: Similar works means “Construction of civil works involving masonry works”  
|                  | Note: The Tenderer shall upload following specific document for fulfilling the eligibility criteria as documentary proof for  
|                  | a) Financial Criteria- Profit & Loss account, Income tax Returns/ Audited statement of Accounts duly authenticated by Chartered Accountant.  
|                  | b) Technical criteria- Copy of work orders and performance/completion certificate for the works carried out completed successfully on similar works stating clearly the year of execution of work and the quantum of work. |
| Last Date & Time for uploading Bids | 08.07.2019 @1500 Hrs. |
| Bid Opening Date | Techno-commercial Bid (Cover-I) will be opened on **09.07.2019 @ 15.30 Hrs.** Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid. |
| Bid Validity | 120 days from the last date fixed for receiving the tender. |
b. Entire Tender document. |
| Address for communication: | **Chief Engineer,** Office of Chief Engineer, Engineering (Civil) Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804. |
| Contact Details | For Tender related queries --- Phone :0832 – 2594674 / 2594605; |
| Website | [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) |

**Format and Signing of Bid**

The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.

The Bid shall contain no alternations additions, except those to comply with instructions issued by the Employer.
INSTRUCTIONS FOR ONLINE BID SUBMISSION

Bidders to follow the following procedure to submit the bids online through the e-tender site: : https://eprocure.gov.in/eprocure/app

1. Bidder should do the registration in the tender site using the „Vendor Registration“ link available on home page.

2. Then the Digital Signature of SIFY/TCS/Code or any Certifying Authority is to be registered after logging into the site.

3. Bidder can use Document Library menu to upload technical documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.

4. Bidder may get the tenders published documents in Tender free view link in home page and download the required documents/tender schedules by free of cost for read only.

5. Bidder then login into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e-token.

6. Only one DSC should be used for a bidder and should not be misused by others.

7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.

8. If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Bidder should take into account of the Addendum/Corrigendum’s published before submitting the bids online.

9. Bidder must fill the bid documents to be submitted as indicated in the tender schedule and they should use the uploaded format in website.

10. Bidder should prepare the EMD and tender fee as specified in the tender in the NIOT.
    However, e-payment of Tender Fee and EMD shall confirm the opening of the Technical Bid of the respective firms.

11. Bidder selects the tender which he is interested using Tender search option initially the tender will be available in vendor unapplied stage.

12. From vendor unapplied stage Bidder has to request the tender document by clicking on Request tender form level-1 icon.
13. After requested the tender, same will move to vendor In progress.

14. The bidder has to select ‘Edit Attachment Level 1’ icon under action menu of particular tender.

15. The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.

16. The vendor has to quote the rates in provided excel sheet (BOQ) by filling the highlighted in blue color cells and should be updated. The BOQ document, if found modified by the bidder, his bid will be rejected.

17. The tendering system will give a successful bid updating message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

18. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.

19. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.

20. For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.

21. Bidder should log into the site well in advance for bid submission so that he submits the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.

22. Each document to be uploaded online for the tenders should be less than 5 MB and BOQ and Technical bid should be less than 2 MB. If any document is more than 5 MB, it can be reduced by scanning at low resolution and the same can be uploaded.

23. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidder should follow this time during bid submission.

24. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
25. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used Data storage encryption of sensitive fields is done.

26. Any documents that are uploaded to the server are subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

27. Tenderer is required to submit their tender through online in the form of Two cover system on or before due date of closing time. The tender received after the due date and time will not be entertained.

Tender Document can be submitted online only in the designated two cover system on the e-tender website: https://eprocure.gov.in/eprocure/app on or before the due date and time.

Tenderer should submit the tender as per specification indicated in BOQ and accordance with the Instructions to Tenderers, Tender Information Sheet, General Conditions of Contract and Special Conditions of Contract, etc.

28. **Technical and Commercial bid (Cover-I)**: The tenderer shall upload in the e-portal website, in the form of scanned copy, documents required as per Pre Qualification Criteria, Test of Responsiveness and other Appendix (Form of Tender, Annual Financial turnover, Power of Attorney etc.) as specified in the Tender.

29. **Price Bid (BOQ) – (cover-II)**: Price should be quoted in Online “BOQ”. Price should be quoted in a spread sheet file (.xls format) available in e-tender portal only. Any indication of “Quoted price” in the online technical bid documents shall be lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-tender mode only will be taken up for the purpose for evaluation.

30. Other conditions:
   a. There are no significant inconsistencies between the proposal and the supporting documents.
   b. The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
c. The Port Trust would have the right to seek clarification on Techno-commercial conditions wherever necessary.

d. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover – II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.

e. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified time and date.
ELECTRONIC PAYMENT SYSTEM MANDATE FORM

The details for processing the payment through RTGS as below:-

<table>
<thead>
<tr>
<th>Name of the Beneficiary</th>
<th>MORMUGAO PORT TRUST GENERAL ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Beneficiary with PIN Code</td>
<td>Administrative Office Building, Headland Sada, GOA - 403804</td>
</tr>
<tr>
<td>PAN Number</td>
<td>AAALMO293P</td>
</tr>
<tr>
<td>Name &amp; Mobile Number of responsible person</td>
<td>MILIND DESSAI / 9823082682 <a href="mailto:milind.desai@mptgoa.com">milind.desai@mptgoa.com</a></td>
</tr>
<tr>
<td>Name of the Bank and Branch</td>
<td>STATE BANK OF INDIA, Harbour Branch</td>
</tr>
<tr>
<td>Bank Telephone No.</td>
<td>0832-2520212</td>
</tr>
<tr>
<td>Address of the Bank</td>
<td>STATE BANK OF INDIA MORMUGAO HARBOUR, GOA – 403803</td>
</tr>
<tr>
<td>MICR Code of the Bank</td>
<td>403002024</td>
</tr>
<tr>
<td>IFSC Code No.</td>
<td>SBIN0002164</td>
</tr>
<tr>
<td>Type of Account and Branch Code</td>
<td>Current Account / Branch Code:- 002164</td>
</tr>
<tr>
<td>Account number of the Bank</td>
<td>10438017048</td>
</tr>
<tr>
<td>Beneficiary E-mail ID</td>
<td><a href="mailto:cashmpt@mptgoa.com">cashmpt@mptgoa.com</a></td>
</tr>
</tbody>
</table>
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NOTICE No. CE/N-26/2019

TENDER No. CE/ 27/2019

Name of the Work: “Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”

Tenders are invited on behalf of Mormugao Port Trust (MPT), from experienced tenderers who are fulfilling the Minimum Eligibility Criteria (MEC) as detailed at clause 1.5.1 of the tender document for the subject work.

Bidder are required to submit their tender offer in the form of two cover system on or before due date (Refer NIOT). The time of opening of technical bid is as indicated at NIOT.

1.1 The Notice Inviting Online Tenders (NIOT) issued by MPT forms part of the Tendering Documents.

1.4 The Bidder shall make his all-out efforts to ensure the correctness of Documents available on the Website. MPT is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained directly from MPT.

1.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

1.5.1. MINIMUM ELIGIBILITY CRITERIA (MEC)

A Financial Criteria

The average annual turnover during the last three years of the tenderer should be at least Rs.5.08 lakh.
B Technical Criteria

The firm shall have successfully completed the similar works during the last seven years either of the following

i) **Three** similar works each costing not less than **Rs.6.77 lakhs**

or

ii) **Two** similar works each costing not less than **Rs. 10.16 lakhs**

or

iii) **One** similar work costing not less than **Rs.13.54 lakhs**

**NOTE:** Similar works means “*Construction of civil works involving masonry works***”

**Note:** The Tenderer shall upload following specific document for fulfilling the eligibility criteria along with documentary proof for

a) **Financial Criteria** - Profit & Loss account, Income tax Returns/ Audited statement of Accounts duly authenticated by Chartered Accountant.

b) **Technical criteria** - Copy of work orders and performance/completion certificate for the works carried out on similar works stating clearly the year of execution of work and the quantum of work.

**1.6 LAST DATE FOR SUBMISSION OF TENDER**

The final date of submission is as indicated at the NIOT.

MPT may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be summarily rejected.

**1.7. BIDDER TO INFORMHIMSELFULLY**

a. The Bidder is expected to examine carefully the contents of the tender document like Instructions to the Bidders, General Conditions, Special Conditions, Scope of work, Technical Specification etc. Failure to comply with the requirements of the tender will be at the Bidder’s own risk. It would be deemed prior to the uploading of the tender that the Bidder has made a complete and careful examination of requirements and other information set out in the tender document including inspection of site.

b. The Bidder is advised to get acquainted himself with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of Goa and Govt. of India and any other Statutory bodies as well as MPT regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with MPT.
c. Bidder shall bear all costs associated with the preparation and uploading of his tender and MPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.8. **EARNEST MONEY DEPOSIT (EMD)**

a. The Bidder shall furnish as part of its Tender, an EMD of Rs.25,400/- Tender without EMD shall be treated invalid. The **E.M.D. shall be in the form of e-payment** only as indicated at the NIOT.

b. In the event of Bidder withdrawing his tender before the expiry of tender validity period of 120 days from the date of opening of technical bid, the tender submitted by the Bidder shall be cancelled and EMD shall be forfeited.

c. The Earnest Money Deposit of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. No interest shall be payable on the amount of E.M.D in any case .The Earnest Money Deposit of the successful Bidder shall be refunded only on receipt of Security Deposit as stipulated in the tender. Shall be released after defect liability period.

d. MPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder ,if he fails to commence the work within prescribed period.

E **Security Deposit**: EMD deposited along with the tender will be converted as Security deposit

f. **Retention money**: Retention money shall be deducted from reach Running account bill at 10 % of gross value of work done to the limits of 10% of contract value.

G **Refund of Security deposit and Retention money**: S.D and Retention money shall be refunded only after successful completion of Defect liabilities period (Free Maintenance period) if applicable.

1.9. **MPT'S RIGHT TO ANNUL THE BIDDING PROCESS**

a. Notwithstanding anything contained in this tender document, MPT reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.

b. MPT reserves the right to invite revised Techno-commercial bids with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.

c. MPT reserves the right to reject any Tender if at anytime, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

1.10. **TENDER VALIDITY**

The tender shall remain valid for acceptance for a period of **120 days** from the
date fixed for opening of Technical Bid. MPT reserves the right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the Bidder is agreeing to the extension, the Bidder shall correspondingly extend the validity of the tender suitably against this Tender. In case Bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such Bidders shall be refunded after award of the contract.

1.11. **AUTHORITY IN SIGNING TENDER DOCUMENTS**
- Documents required to upload shall be signed by a person or persons duly authorized to sign on behalf of the Bidders and scanned.

- At the time of uploading of the tender document, the Bidder shall give an undertaking that no changes have been made in the document as per declaration form as per Appendix – VI and same to be signed, stamped, scanned and uploaded.

- The tender, if uploaded on behalf of principals or a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or all the partners constituting the firm or the Principals as the case may be on all the uploading documents.

- In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

1.12. **AMENDMENTS**
   a. At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender document. The amendments so carried out shall be uploaded on the website and also forwarded to the Bidders who had participated in the pre-bid meeting.

   b. The amendment so carried out shall form part of the tender and shall be binding upon the Bidders. MPT may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments.

1.13. **TEST OF RESPONSIVENESS**
   i. Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the tender. A tender shall be considered responsive only if:

      a. It is received by the Tender Due date including any extension thereof;
b. Tender cost of Rs 2000/- and the Earnest Money Deposit of Rs.25,400/- has been remitted through e-payment as indicated at the NIOT.

c. The Auditor’s report for the last three years endorsed by Chartered Accountant shall be submitted in original for the year 2015-16, 2016-17 and 2017-18 along with relevant profit and loss statements and balance sheets.

d. Copies of work order for similar works, successful completion certificate with performance and value of work done.

e. The Power of Attorney, to be furnished in electronic format.

f. The tender document along with all the forms to be filled and submitted online with sign and seal.

g. The bank details like name of bank, bank branch, type of account, bank Account no., MICR code, etc as per Appendix - VIII.

ii. The bidder should possess a valid GST Registration Certificate, PAN, EPF registration and ESI registration number.

iii. The Bidder should not be black listed by any Government or Non-Government Organization.

The Tender fee and EMD shall be furnished as indicated in the NIOT. Upon confirmation of receipt of the same the Techno-commercial bid (Cover-I) shall be opened on the date indicated at the NIOT. The Price-bid of only those Bidders shall be opened whose Tender is found to be responsive. The date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.

The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.

1.14. NO FURTHER INFORMATION’S/ DOCUMENTS WILL BE ASKED TO THE BIDDERS FOR QUALIFYING

Bidders are advised to submit full and complete information/documents as specified in the Tender Document with regard to tender requirement. Employers at their discretion may decide not to seek any clarification of bid document. In the event of non-availability of required information / documents essential to qualify for the bid, bidders will be solely responsible for their disqualification.”
1.15. **OTHER EXPENSES**
All costs charges and expenses including any duty in connection with the Contract as well as preparations and completions of Agreement by MPT’s attorneys shall be borne and payable by the Bidder. Bidder shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes & duties, to be paid to Govt. of India, Govt. of Goa or any statutory bodies shall be paid by the Contractor for stamp duty.

1.16. **CONTRACT WORKS AND CONTRACT PRICE**
a. The work to be carried out (herein after referred to as "the Contract Works") and the Price for the same (herein after called "the Contract Price") shall include the work described in the specifications, schedules, drawings, etc. annexed hereto.

b. Except where otherwise expressly provided, the Contractor shall provide all materials, labour and Plant and things necessary in connection with the Contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.

c. **SCHEDULE OF PRICE**

- The Schedule of price/BOQ shall be read in conjunction with all other sections of bidding document.

- The total prices will be evaluated based on capital cost

- The price offered should be firm and inclusive of all taxes & duties except **GST** which will be paid extra as applicable. However, any new tax will be imposed by State/Central Govt. and same will be reimbursed on producing documentary proof.

d. Bidders shall quote forthefor work after careful analysis of cost involved for the performance of the works as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract and Special Condition of Contract.

e. The Price shall include all expenditure incurred towards mobilization and demobilization.

f. Price shall be quoted in Indian Rupees only.

1.17 **LANGUAGE OF TENDER**
The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and MPT shall be written in the English language.

1.18 **PRE-BID CONFERENCE**
There is no pre-bid meeting however if any query bidder may contact the officials on given phone numbers or visit the department for details etc.
1.19 TENDER OPENING, SCRUTINY AND EVALUATION OF TECHNICAL BID

Tender that is substantially responsive is that which conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Bidder, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.

Since the tender involves selection based on Minimum eligibility criteria, test of responsiveness and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found responsive and BOQ of such tenders only will be opened and EMD will be returned to the unresponsive Bidders.

The date and time will be intimated to Bidders whose offers are found suitable and BOQ of such Bidders will be opened.

After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidders bid.

To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Request for clarification and response thereto, shall be in writing or through e mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

1.20 OPENING OF PRICE BID (BOQ)

The date of opening of the BOQ will be intimated to the bidder who will qualify for technical cover. Price should be quoted as per BOQ.

1.21 EVALUATION OF PRICE BID

a. The price offered should be firm and inclusive of all taxes & duties except GST which will be paid extra as applicable. However, any new tax will be imposed by State/Central Govt. and same will be reimbursed on producing documentary proof.

b. MPT will evaluate and compare only those bids, which are substantially responsive.
c. The price quoted by the Bidder shall be considered for the purpose of evaluation and comparison.
d. In arriving at the final evaluated prices of the Tenders, any uncalled for lump sum/percentage/or adhoc reduction, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such reduction/rebate is from the recommended Bidder, then such rebate shall be taken into account while awarding the work.
e. In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.

1.22 MPT’S RIGHT TO ACCEPT OR REJECT A BID

MPT reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by MPT shall bear no liability whatsoever consequent upon such decisions.

1.23 AWARD OF CONTRACT

The Bidder, whose Bid is accepted by MPT shall be issued Letter of Acceptance (LOA) prior to expiry of Bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA. MPT shall not be obliged to furnish any information/clarification/ explanation to the Contractors as regards non-acceptance of their Bid.

1.24 The e-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.

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

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

1.27 The Earnest Money Deposit (E.M.D.) payable in respect of the tender is 25,400/- (Rupees Twenty five thousand four hundred only), and E.M.D should be made in e-payment.
1.28 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. ESIC No
   h. Service Tax Registration
   i. WCT registration

   No fresh correspondence in this regard will be made.

1.29 EMD of the other tenders i.e. any two among the first three lowest Tenders will be refunded to them only after acceptance of work order by successful tenderer. E.M.D. of successful contractor will be retained towards Security Deposit, and shall be paid if contractors opt to submit the ISD in the form of BG of the Schedule Bank for full amount mentioned below.

1.30. Security Deposit:
   a) EMD plus 10% retention money deducted through R.A Bills. The successful tenderers will be required to deposit the following amount as security deposit for the due fulfilment of the contract.

   b) The remaining 10% of Security Deposit to be deducted from the running Account bills at 10% of each running bill till the entire security deposit of 10% of Value of contract is recovered.
   c) The entire amount of 10% of the value of the contract may be paid in cash /Demand Draft / Pay Order

Note:
   i. EMD converted into security Deposit and the Retention Money of 10% of the Contract Price will be released after successful completion of the Defect Liability period.

1.29 Conditional tenders are liable for rejection

1.30 Tenders submitted will remain open for acceptance for a period of 120 Days from the date of opening of tenders.

1.31 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.
1.32 Counter conditions stipulated in completion period by Contractor will not be considered. Tenders with counter condition are likely to be rejected summarily without assigning any reason thereof.

1.33 Time is the essence of the contract and work has to be completed on given time.

1.34 The tenderers are strongly advised to inspect the site of work and acquaint themselves with site conditions, nature and quantum of work involved etc. before tendering. Such an inspection can be arranged in consultation with the Executive Engineer HR, Tel. No. 2594674.

1.35 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.

1.36 The Chief Engineer and Board of Trustees reserve the right to reject any or all the tenders received without assigning any reasons thereof.

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

1.38 The Contractor should comply with the provision of the Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996. and EPF & ESI relevant Act.

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

1.40 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 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.

1.41 The maintenance period is 06 months.

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

1.4 Income Tax etc., as applicable from time to time shall be deducted from the amount payable to the Contractor at source. Under no circumstances taxes so deducted shall be reimbursed to the contractor.
1.44 GST registration for the bidder is mandatory. Bidder has to Enclose attested copy of GST Registration no. along with the Tender.

GST has to be claimed extra as applicable while Submitting the Bill/bills under GST Regime.

1.45 Unregistered Venders under GST has to submit Declaration that GST is not applicable to them/him, due to their turnover of less than 20 Lakhs.

CHIEF ENGINEER
MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT  

TENDER No. CE/27/2019  

Name of work: “Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”  

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 “Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).” in strict accordance with the instructions to Tenderers, General conditions of Contract, Specifications etc. and Addendum to Specifications, Special Conditions of Contract etc. at the percentage rate entered in the attached Schedule of Quantities and Rates.  

2. I/We undertake the work included in the Schedule of Quantities and Rates with the Contract period of 30 days from the date of receipt of first specific purchase order/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.  

3. I/We send herewith a sum of Rs.25,400/- (Rupees Twenty five Thousand four hundred only) as a deposit or earnest money 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
recover the retention money @ 10% of the value of work from the bills which shall be considered as security deposit.

7. I/we agree to abide by this tender to be valid for the period of 120 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 tax under the act will be, if payable, be paid before furnishing my/our returns under the act.

9. I/We hereby agree for deduction of 10% of gross value of work certified in each bill from the amount payable to me/us towards Works Contract Tax (WCST) or any other taxes applicable.

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

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>
</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.

13. The Bank’s Guarantee referred to in Para No.5 above will be from **_______________________________________

14. I/We am/are registered for the purpose of Goa Sales Tax Act and my/our registration Certificate No. is ______________________
15. The name and address of our Banker is ** ________________________

16. 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.

17. “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 “.

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

NAME AND ADDRESS OF TENDERER:

__________________________________
__________________________________              SIGNATURE OF TENDERER

Witness: - __________________
Date: _______________ Day of __________ 2019
Witness: - _________________
Witness: - ________________

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

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

TENDER No. CE/ 27/2019

Name of work: “Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”

APPENDIX - I

The following Clauses shall be read in conjunction with respective clauses of General Conditions of Contract.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Particulars</th>
<th>Clause of G. C.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Amount of Security Deposit and time</td>
<td>----</td>
<td>EMD to be converted to S.D.</td>
</tr>
<tr>
<td>2.</td>
<td>Period for commencement from the Chief Engineer’s orders to commence.</td>
<td>----</td>
<td>3 days</td>
</tr>
<tr>
<td>3.</td>
<td>Contract Period</td>
<td>----</td>
<td>30 days</td>
</tr>
<tr>
<td>4.</td>
<td>Amount of liquidated damages.</td>
<td>-----</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>----</td>
<td>06 months</td>
</tr>
<tr>
<td>6.</td>
<td>Percentage of retention from each running account bill</td>
<td>------</td>
<td>10%. For each running bill.</td>
</tr>
<tr>
<td>7.</td>
<td>Limit of Retention Money</td>
<td>-----</td>
<td>10% value of the contract.</td>
</tr>
<tr>
<td>8.</td>
<td>Total initial Security Deposit and Retention Money.</td>
<td>-----</td>
<td>EMD Plus 10% value of the contract recovered from the running bills.</td>
</tr>
<tr>
<td>9.</td>
<td>Minimum amount of interim Certificate.</td>
<td>------</td>
<td>Rs.10,00,000/- (Ten Lakhs)</td>
</tr>
<tr>
<td>10.</td>
<td>Time within which payment to be made after contractor’s submission of the bill.</td>
<td>------</td>
<td>100% within 20 days of submission of bill in quadruplicate with site Engineers certification.</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Clause</td>
<td>Notes</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------</td>
<td>----------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>11.</td>
<td>Mobilisation advance</td>
<td>----</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>12.</td>
<td>Interest rate on Mobilization advance</td>
<td>------</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>13.</td>
<td>Mode of recovery of Mobilization advance</td>
<td>------</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>14.</td>
<td>Variation in price of labour and materials</td>
<td>------</td>
<td>Labour charges</td>
</tr>
<tr>
<td>15.</td>
<td>Arbitration</td>
<td>--------</td>
<td>Not applicable to this contract.</td>
</tr>
<tr>
<td>16.</td>
<td>Minimum amount of third party insurance</td>
<td>Clause No. 13 to 16 of Special Instructions of Contract (Vol I)</td>
<td>5% of the tender amount</td>
</tr>
</tbody>
</table>
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/ 27/2019

“Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”

ADDITIONAL INSTRUCTIONS TO TENDERERS

The instructions to be 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 in corporate 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.

Sealed tenders are invited on Percentage rate basis for work described in the Tender Notice referred to herein before. In the percentage rate quoted by the Tenderers shall be inclusive of General Tax, GST, Income Tax, workers safety devices etc. and all other incidental charges that the tenderer may have to bear for the execution on the works but excluding ServiceTax,. GST shall be paid as per applicable rates along with the all bills for payment.

1. 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 120 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.
2. Tenderers 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.

3. **SECURITY DEPOSIT**

   The Security Deposit shall be EMD incase defect liability period is applicable for the work, Retention Money and Security Deposits will be returned only after the Defect liability period.

   Upon successful completion of the works and after issue of Completion Certificate by the Chief Engineer and or Board of Trustees shall upon receipt of a written application, refund to the contractor, the said Retention Money Plus EMD

4. 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 reasons will be assigned for the rejection of any tender.

5. 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.

6. Premium of various insurance policies required to be taken out by the contractor as per the provisions of the contract will not be reimbursed to the contractor.

7. Cost of testing of materials will be borne by the Contractor.

8. Tenderers should note the arrangements described in the tender document for prompt payments of bills.

9. 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**
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/ 27/2019

Sub: “Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

1) The tender is on percentage rate basis. The quantities mentioned in the Scheduled of Quantities and Rates are only approximate and the Trustees are liable to pay for only such quantities of work as are actually executed.

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

3) (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 operation of the works for any loss or damage occasioned by the contractor in the course of any operation 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, machinery / plants and equipment and other things brought on to the site by the contractor to the full value of such materials, machinery plant and other things.

4) Such insurance shall be effected with an insurer and if terms approved by the Board and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer's representatives the policy or policies of insurance and the receipts for the payment of the current premium 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 construction of any work constructed with material or workmanship not in accordance with the requirement of the contract.

5) (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 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).

5) (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 representatives the policy or policies of insurance and the receipts for the payment of the current premium.

6) 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 representatives such policy of insurance and the receipt for payment of the current premium. 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 representatives when required such policy of insurance and the receipt for payment of the current premium.

7) 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 premium 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.

8) **SUPPLY OF WATER:**

The contractor shall as far as practice having regard to the conditions, provide on the site to the satisfaction of the Chief Engineer’s Representatives,
adequate supply of drinking water and other water for the use of Contractor’s Staff and Workmen etc.

9) **EPIDEMICS**

In the event of any outbreak illness of an epidemic nature, then contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the Local Medical or Sanitary Authorities for the purpose of dealing and overcoming the same.

10) **DISORDERLY CONDUCT ETC:**

The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of persons and property on the neighbourhood of the works against the same.

11) **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, proper lights at night time in the premises etc., for all working labour/employees etc. to the satisfaction of the Chief Engineer or his Assistants.

12) **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 Representatives. The contractor shall also report such accidents to the concerned constituted authorities.

13) The tender is on Percentage Rate Basis and the Tenderers are required to fill the Schedule of Quantities and Rates as stated in Directions to Tenderers for filling in the Schedule of Quantities and Rates.

14) 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.

15) 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 for the contract or a period of one year, whichever is less.

16) Subject to the availability, land for construction of temporary sheds/stores/labour hutments, etc. will be given to the contractor in Port a reason the lease basis as mentioned in Schedule ‘C’. 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.

17) No temporary structures / sheds, which are constructed to house the contractor’s office/store/labour hutments, shall be permitted to be retained after the Contract period.

18) The portion of Security Deposit due for refund in accordance with the conditions of contract, after physical completion of the work, will not be refunded except with the prior permission of the Chief Engineer, unless and until contractor submits the final bill based on joint measurements.

19) In case of excess under any item, the contractor should bring it to the notice of the concerned Chief Engineer well in time to enable him obtain necessary sanction.

20) Further to the provisions in the General Conditions of Contract, upon the Chief Engineer certifying that in this 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 representatives proper facilities for inspecting the works or any part thereof for three days, or
7. Has failed to carry out proper tests for three days on any work or materials, then the Trustees, without restricting, prejudice to their rights under Clause Nos. 57.1 of the General Conditions of Contract and expelling the contractors from the site of works, without determining the contract and while permitting the contractor to carry out or employ another agency to carry out at the risk and cost of the contractor.

a) The execution of such portions or items of the 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

e) Nontesting of any work or materials as directed.

In such cases, additional expenditure incurred, if any by the Trustees over and above that which would have been incurred by them had above works been carried out by the contractors under the terms of this contract shall be paid by the contractor to the Mormugao Port Trust. The Trustees reserves their right to recover their additional expenditure from the moneys payable to the contractor or from deposits or such amounts that may have been lodged by the contractor with the Mormugao Port Trust for due performance of the contract under these presents. The Trustees further reserve their right to recover such additional expenditure from the moneys payable to the contractor for any other contract or transactions of any nature whatsoever existing between the Trustees and the contractors.

21) All the material to be used for the work shall be as far as possible, in accordance with the relevant specifications. However, the final approval of the material shall be at the sole discretion of the Chief Engineer of his representative depending upon the availability of the material in the market.

22) All the materials to be used in the structure shall be conforming to relevant ISI specifications or as specified in the Tender Schedule. Contractor shall undertake laboratory test as specified in the relevant I.S.I. Codes at the discretion of Chief Engineer and only approved materials/approved brand of materials shall be used.

23) **VALUATION OF EXTRA ITEMS OF WORKS & VALUATION OF ADDITIONS AND ALTERATIONS TO THE TENDER ITEMS**

(A) **VALUATION OF EXTRA ITEMS OF WORKS**

The rates of extra items of work not contained in the Schedule of Quantities and Rates shall be fixed only on the following basis:

(a) from similar items, if such items exists in the tender, or

(b) From any comparable item, if such items exists in the tender.

If (a) and (b) are not available then,

(c) From MPT’s SOR / Rate Analysis and using current costs of labour and materials and with allowance of 10% on direct costs towards the contractor’s profit and over head.

If (a), (b) and (c) are not available then,
(d) From actual direct cost of labour and materials consumed and with allowance of 10% towards contractor's profit and overhead. (In such cases, rates of labour and materials and hired charge of hired plant shall be supported by vouchers).

Rates of labour and material and hired charges for plant owned by the contractor shall be fixed by the Chief Engineer.

(B) VALUATION OF ADDITIONS AND ALTERATIONS TO THE TENDER ITEMS:

In the event of any modification in the work being effected in the items of work covered in the Schedule of Quantities and Rates with the prior approval of the Chief Engineer in such cases, only such modified items of work shall be revalued on the basis of MPT Rate Analysis pertaining to that item of work. If the modification is effected by the contractor without prior approval of the Chief Engineer, then the Chief Engineer will be at liberty to reject the same. However, in the event of Chief Engineer's acceptance on such work, the same will be re-valued on foregoing basis but the rate arrived at will be reduced by 10%.

24) MODE OF PAYMENT:

The procedure for preparation and settlement of contractor’s bills will be as per measurements.

(i) The accepted prices of the items and carried out satisfactorily works as specified in the specific purchase order towards two year contract period shall be payable 100% of the bill submitted in original plus four copies (enclosed with ESI, EPF, MR, Wage register etc), on joint record (Undisputed bills) will be paid within 20 working days through SAP from the date of submission of bill by the Contractor, except final bill.

(ii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealings with the Mormugao Port Trust.

(iii) Retention Money will be recovered through the bills at the rate of 10% of the amount certified in each bill, till an amount equivalent of 10% of the contract Price is accumulated.

25) FACILITIES FOR WORKERS OF OTHER AGENCIES:

Contractor shall take care to see that his work does not, in any way, hamper the concurrent progress of works of the other agencies in and around the existing site of work, laying of cables or any other work, which will be awarded during currency of this contract. The contractor, shall accord all facilities to various agencies / contractors such as place for storing their material place for
site office, etc. in consultation with the site Engineer and carry out his activities in close co-ordination with all agencies.

26. The contractor shall have EPF and ESIC 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.

27. The work shall be carried out without disturbing the operation of Port or other agencies working in the area.

28. **Tenderers** are advised to inspect and ascertain themselves the nature and the extent of work involved and also obtain all clarifications they may require before filing in the tender.

29. **Tenderers** are required to sign 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.

30. **Rates and prices to be inclusive.**

The rates entered in the Schedule of Quantities by the contractor shall include the provision of all supporting special equipment/safety equipments, 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 income tax, sales tax on works contracts, but excluding service tax if any etc. for compliance with conditions of contract and specification.

31. The Tenderer will be deemed to have ascertained them to the extent and nature of the works involved, the various constraints and high degree of skill involved in the works.

32. The Contractor’s staff shall be fully experienced in the works awarded and works to be carried in smooth and without disturbing the occupants etc.

33. It shall be specifically noted that the contractor is expected to mobilize the required equipment and experienced work force required to execute and complete the entire work included in the contract well within the stipulated period.

34. As a statutory requirement, the contractor shall take all measures of safety against fire hazard and electrocution and provide the necessary safety gears to all your laborers’ to safeguard from any accident.

35. The tender shall be without conditions or variations. 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 work and name of tenderer. If any conditions stipulated by the tender are found in single cover containing
tender documents (Volume I & II) the same will not be considered and treated as withdrawn by the tenderer.

36. The tenderer shall inspect the site and fully study the work-involved vis-a-vis the quantity and specification etc. before tendering for the work.

37. Any damage to the property of port should be made good or compensated by the contractor.

38. After completion of the day’s work/contract period the contractor shall clean and clear the work site to the satisfaction of the Chief Engineer or his site representative and submit the necessary report to Asst. Executive Engineer.

39. The contractor has to execute an agreement with the Port as per tender. The stamp paper and other expenditure incurred by us for preparation of the agreement will be recovered from contractor’s bill.

40. Before commencing the work on site, contractor has to take requisite permission from the Labour Enforcement Officer, Labour Commissioner, municipality, other local agencies/authorities etc. and also required to furnish monthly returns about the number of employees employed for the works.

41. Water and electricity will be supplied to the contractor from the nearest available point subject to availability and will be chargeable to the contractor as per prevailing MPT rates.

42. The special instructions given above shall prevail over those stipulated elsewhere in the tender documents forming part of the contractor.

CHIEF ENGINEER
TENDER No. CE/ 27/2019

“Construction of Tree beds around the storage plots to the East side of T2 shed ( Part B).”

SCOPE OF WORK

1. Dismantling of paver block paving.
2. Providing and laying of PCC (1:4:8)
3. Construction of Precast CC solid block masonry ( 35kg/cm² strength) in CM (1:6).
4. Filling tree beds with earth brought from outside.
5. Supplying and laying of Garden earth & Cow dung
6. Transporting and dumping of excavated /dismantled material with 5km lead.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT


“Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”

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

1. Tenderers are required to fill in their percentage rate at the Price Bid i.e. excel spread sheet 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. Tenderers are requested to note that though the contract is for percentage rate, they are required to add or deduct the amount due to this percentage, as the case may be and work out the final figures(amount of their tenders), at the end of the Schedule of Quantities & Rates.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING CIVIL DEPARTMENT

Tender No:- CE/27/2019

Name of work: “Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”

DECLARATION

1. I/we hereby declare that I have read and understood the General conditions and Specifications of the work which are printed in Vol-I, supplied to me by the department which will form a part of tender and shall remain binding on me/us.

2. I/We inspected the site and understood the scope of work accordingly submitted my/our offer.

_____________________
Signature of Tenderer.
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 : ________________________________
<table>
<thead>
<tr>
<th>Sr No</th>
<th>Particular</th>
<th>Mormugao Port Trust</th>
<th>Data Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Customer Name as per GST Registration Certificate</td>
<td>Mormugao Port Trust</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Full Postal Address</td>
<td>Administrative Building, Headland Sada.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>City</td>
<td>Goa</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pin code</td>
<td>403 804</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>PAN</td>
<td>AAALM0293P</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Type of Person</td>
<td>Local Authority</td>
<td>Company/Firm/Individual/Trust/LLP/AOP</td>
</tr>
<tr>
<td>7</td>
<td>Resident/Non Resident as per Income Tax Act</td>
<td>Resident</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>ARN No.</td>
<td>AA30617001663N</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Provisional ID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>GST No.</td>
<td>30AAALM0293P1ZY</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>PPOB (Principal Place of Business) or APOB (Additional Place of Business)</td>
<td>PPOB</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Reason for Non Registration (Turnover Limit / Non Taxable Supply / Other Reason)</td>
<td>NA (Registered Under GST)</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Type of Customer (Manufacturer/Trader/Importer/Depot/Service Provider/Works Contractor/Principal/Consumer)</td>
<td>Service Provider</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Whether Falling under SEZ unit or Developer? (Yes or No)</td>
<td>No.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Whether B2B or B2c (B= Business &amp; C = Customer)</td>
<td>B2B</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Whether Opted for Composition Lavy Scheme? (Yes or No)</td>
<td>No.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Whether falling under casual taxable person as per Section 2(20) of CGST Act,2017 (yes or No)</td>
<td>No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Information Provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Whether falling under Non Resident taxable person as per section 2(77) of CGST Act,2017 ? (Yes or No)</td>
<td>No.</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Central Excise Registration No.</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Service Tax Registration No.</td>
<td>AAALM0293PST001</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>VAT - TIN</td>
<td>30181201096</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>CST - TIN</td>
<td>V/CST/1683</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>IEC</td>
<td>1706000073</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Contact Details :</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Shri. Anant Chodnekar</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Designation</td>
<td>Sr. Dy.CAO</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone No.</td>
<td>0832-2521132</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E-mail</td>
<td><a href="mailto:facao@mptgoa.com">facao@mptgoa.com</a>, <a href="mailto:anant.chodnekar@mptgoa.com">anant.chodnekar@mptgoa.com</a></td>
<td></td>
</tr>
</tbody>
</table>

I, Mr./Mrs. _________________________________(Proprietor/Partner/Director) of M/s _________________________________do certify that the information given above is complete and correct.

Place     Signature (Name:   )
Date
MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT

Name of Work: “Construction of Tree beds around the storage plots to the East side of T2 shed (Part B).”  
BOQ for reference only.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate (Rs. P)</th>
<th>Amount (Rs. P)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dismantling of Paver Blocks flooring of 100mm thickness, M50 grade including removal of Bedding sand/dust and stacking of serviceable materials within a lead of 200M and disposal of unserviceable materials as directed. The work includes cutting of pavers to line if required and also laying back any paver blocks disturbed during dismantling. All tools, plant, labour and materials etc. complete.</td>
<td>M2</td>
<td>520</td>
<td>228</td>
<td>118560</td>
</tr>
<tr>
<td>2</td>
<td>Providing and laying Plain Cement concrete (1:4:8) using 20 mm graded black trap stone metal out of quarried boulders as coarse aggregate including side shuttering if required, mixing, depositing, consolidating, levelling, curing etc. All labour and material etc. complete.</td>
<td>M3</td>
<td>7.00</td>
<td>5013.02</td>
<td>35091.14</td>
</tr>
<tr>
<td>3</td>
<td>Constructing masonry in foundation and superstructure using factory made precast cement concrete solid blocks having a crushing strength of not less than 35kg./cm² (28 days curing) laying in cement mortar (1:6) including providing specially moulded blocks at junctions &amp; corners if required, filling joints flush with the masonry face, leaving weep holes and expansion joints at regular intervals at places as directed, curing etc. All labour tools, plant &amp; material etc. complete.</td>
<td>M3</td>
<td>180</td>
<td>5979.98</td>
<td>1076396.40</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Rate</td>
<td>Amount</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
<td>----------</td>
<td>--------</td>
<td>---------</td>
</tr>
<tr>
<td>4</td>
<td>Supplying and Filling of Earth in tree beds with approved earth brought from outside, in layers of 20cms as directed including keeping laterite stone filters with available material of appropriate size at weep holes/ expansion joints in masonary walls etc. complete. All labour and material etc. complete.</td>
<td>M3</td>
<td></td>
<td>380.0</td>
<td>850.36</td>
</tr>
<tr>
<td>5</td>
<td>Supplying, transporting, dumping and laying of Garden earth in tree beds as directed including mixing with cowdung and other earth, making pits for trees in the tree beds for laying of garden earth if required, all leads and lift etc. complete. All tools, plant, labour and materials etc. complete.</td>
<td>M3</td>
<td></td>
<td>165.00</td>
<td>660.00</td>
</tr>
<tr>
<td>6</td>
<td>Supplying, laying &amp; mixing of Cow dung manure in garden earth as directed including all leads, lift, transport, loading and unloading etc. complete. All tools, plant, labour and materials etc. complete.</td>
<td>M3</td>
<td></td>
<td>18.00</td>
<td>1000.0</td>
</tr>
<tr>
<td>7</td>
<td>Transporting and dumping surplus excavated material/dismantled material in the low lying areas upto a lead of 5km, including loading, unloading, transporting, rough levelling etc. at places as directed by the Chief Engineer or his representative. All labour and material etc. complete.</td>
<td>M3</td>
<td></td>
<td>55.00</td>
<td>235.0</td>
</tr>
<tr>
<td></td>
<td>TOTAL AMOUNT/ESTIMATED COST (RS.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Rupees Sixteen Lakhs ninety three thousand and nine and paise thirty four only)