FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

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

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

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

4. Date of issue of Tender Documents: :

__________________________
Signature of AXEN(Accounts)

B.1. Name of work: “Development of existing garden at A.O. Building at Headland, Sada.”

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

3. Date and Issue of Tender Documents : From: 21/06/2017 to 29/06/2017

4. Date of receipt of tender and time : 30/06/2017 15.00hrs.

5. Amount of E.M.D. : Rs.19,400/-

6. Date of opening of tender and time : On.30/06/2017 15.30hrs.
7. a) Whether E.M.D. received : Yes/No.
b) if so, in which shape : D.D.

8. Form of contract : Percentage rate

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

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

__________________________  ____________________________
AXEN (Accts)  SUPTDG. ENGINEER (HL)
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO CE/67/2017
Tender Notice No : CE/N-59/2017

Name of Work: “Development of existing garden at A.O. Building at Headland, Sada.”

GENERAL INDEX

1. Tender Notice
2. Form of Tender
3. Appendix - I
4. Additional Instructions to tenderers
5. Scope of Work
6. Directions to tenderers for filling Schedule of Quantities & Rates
8. Vender Registration form
9. Schedule of Quantities & Rates

SUPTDG. ENGINEER (HL)
MORMUGAO PORT TRUST

MORMUGAO PORT TRUST
Headland Sada
Mormugao –403 804.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO CE/67/2017

Tender Notice No :CE/N-59/2017

1. Sealed percentage rate tenders in **Single Cover System** are invited from Contractors registered with Engineering Civil Department (M.P.T.)

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of work</th>
<th>Estimated cost of work put to tender &amp; Class of Registration</th>
<th>Cost of tender document (non-refundable)</th>
<th>Earnest Money Deposit</th>
<th>Date of opening Of tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>“Development of existing garden at A.O. Building at Headland, Sada.”</td>
<td>Rs. 9,69,980/- Class ‘D’ and above</td>
<td>Rs. 500/-</td>
<td>Rs. 19,400/-</td>
<td>21/06/2017 to 29/06/2017</td>
</tr>
</tbody>
</table>

2. The tender set consisting of the Tender Notice, Additional Instructions to Tenderers, 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.500/- which sum will not be refunded. Tender document is also available on MPT website [www.mptgoa.com](http://www.mptgoa.com). The bidders downloading the tender and submitting, has to submit original cash receipt from cash section of FA &CAO/MPT or DD towards tender fee along with the tender. The Demand draft shall be in favour of FA &CAO/MPT.

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

4(a). The Earnest Money should be lodged in the form of Demand Draft or Bankers Pay Order in the name of the F.A.& C.A.O./MPT from any Nationalized Bank/Scheduled Bank within the limits of State of Goa.
(b) The EMD and the Tender Document should be put in separate sealed envelope and both the envelopes should be placed in a third envelope properly sealed. The inner envelopes should be separately marked as 'EMD' and 'Tender' as the case may be. The outer envelope shall bear the identifications like:

(i) Tender No.
(ii) Name of Work
(iii) Bidder Name and Address and
(iv) Due date and time of bid opening.

If the envelopes are not sealed properly, MPT will assure no responsibility for the misplacement or primitive opening of the bids submitted.

(c) Bids if not accompanied with requisite EMD by the parties as indicated at (a) above and in the manner described at 4(a) and 4(b) above, shall be treated as invalid and shall not be opened.

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

6. The entire work under this contract is required to be completed within 20 days from the date of receipt of pre-acceptance letter/work order.

7. 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.

8. Time is the essence of the 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 maximum ceiling of 5% of the contract price.

9. The free maintenance period is 3 months. EMD & retention money deducted from bill shall be released only after defect liability period i.e free maintenance period.

10. The tenderers are strongly advised to inspect the site of work and acquaint themselves with site conditions and quantum of work involved etc. before tendering. Such an inspection can be arranged in consultation with AEN (AC)

11. 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.

The original tenders to be submitted should be enclosed in a sealed cover and supercribed “Development of existing garden at A.O. Building at Headland, Sada.” and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland. Sada, Goa-Pin: 403804.
12. The tenders complete in all respect should be placed in the Tender Box kept inside the cabin of AXEN/Accts, CE's Department up to 15.00 hrs. on due Date and tenders will be opened at 15.30 hrs. on the same date in the presence of such tenderers who may wish to be present.

13. The tenderers should specifically note that their offers, whether sent by post or by hand delivery, must reach the office on or before the due date and time. Offers received late will not be considered even though posted in the Post Office before due date.

14. The Chief Engineer reserves the right to reject any or all the tenders received without assigning any reasons thereof.

15. Unsigned tenders will not be considered.

16. The tenderers are requested to obtain certificate of registration under Rule No.24 of the Building & Other Construction Workmen's Central Rules, 1998 from the office of the Asst. Labour Commissioner.

17. The contractor should comply with the provision of Building & Construction Workmen (Regulation of Employment and Condition of Service) Act, 1996. The Act envisages that every contractor shall obtain registration certificate from the Registering Officer if he engages 10 or more workmen for the work.

18. The tenderer should strictly note that they shall not be allowed to fill in the tender or seal the tender in the MPT premises.

19. Tenderers may please note that as per new Govt. directives, successful tenderers, on receipt of work order, shall be required to furnish the details of Bank accounts in which he/she/they desire the e-payments to be made for cutting delays in making payments.

20. Tenderer should comply with all regulations of EPF, ESI etc. No bill will be forwarded if the above regulations are not followed.

21. Service Tax Registration for the bidder is mandatory. Bidder has to enclose attested copy of the Service Tax Registration certificate along with the tender. Service Tax has to be claimed extra as applicable while submitting the bills.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO CE/67/2017

Name of Work: “Development of existing garden at A.O. Building at Headland, Sada.”

FORM OF TENDER

The Chief Engineer,
Mormugao Port Trust.

I/We ______________________________________________________________________ do hereby offer to execute the work comprised in the annexed Tender Notice “Development of existing garden at A.O. Building at Headland, Sada.” in strict accordance with the Additional instructions to Tenderers, Specifications 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 for contract period of 20 days from the date of release of site or work order. I/We also agree that this tender will remain open for 120 days for acceptance 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 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.19,400/- (Rupees Nineteen thousand four hundred only) as a deposit or earnest money of my/our willingness to enter into the contract if my/our tender is accepted.

4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the Specifications, Schedule of Quantities 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 the Security Deposit.
6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 10% of the contract price of my/our tender by way of deductions from my/our bills.

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 the tax under the act will be, if payable, be paid before furnishing my/our returns under the Act.

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

10. I/We request that early payment of 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></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
</tbody>
</table>

We understand and confirm that if our offer is accepted, the contract will be entered into with the above-mentioned partners only and the Trustees will not recognize or deal with any minor partners 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 have enclosed herewith the following documents as required under instructions to tenderers:-

   a) Bar Chart.
   b) List and description of main plant and equipment’s

NAME AND ADDRESS OF TENDERER:
__________________________________
__________________________________
__________________________________
__________________________________

SIGNATURE OF TENDERER
__________________________________

Witness: - _____________________
Date: _______________ Day of __________ 2017
Witness: - _____________________
Witness: - _____________________

N.B.: * Strike out whichever is not applicable.
** Here the Name of the Bank should be stated.
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>Cl. of G. C.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Amount of Security Deposit</td>
<td>11(1)</td>
<td>EMD will be converted in to SD</td>
</tr>
<tr>
<td>2.</td>
<td>Period for commencement from the Chief Engineer’s orders to commence.</td>
<td>38</td>
<td>3 days.</td>
</tr>
<tr>
<td>3.</td>
<td>Time of Completion</td>
<td>40</td>
<td>20 days</td>
</tr>
<tr>
<td>4.</td>
<td>Amount of liquidated damages.</td>
<td>43</td>
<td>Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.</td>
</tr>
<tr>
<td>5.</td>
<td>Period of maintenance</td>
<td>45(1)</td>
<td>3 months</td>
</tr>
<tr>
<td>6.</td>
<td>Percentage of retention from each running account bill</td>
<td>54(1)</td>
<td>10%.</td>
</tr>
<tr>
<td>7.</td>
<td>Limit of Retention Money</td>
<td>54(1)</td>
<td>10% value of the contract.</td>
</tr>
<tr>
<td>8.</td>
<td>Total Security Deposit and Retention Money.</td>
<td>11(1)</td>
<td>EMD plus 10% value of the contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>54(1)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Time within which payment to be made after contractor’s submission of the bill.</td>
<td>54(1)</td>
<td>100% within 10 days of submission of bill in quadruplicate with Engineers certification</td>
</tr>
<tr>
<td>10.</td>
<td>Interim Certificate.</td>
<td>54(1)</td>
<td>Rs.2.0 Lakhs</td>
</tr>
</tbody>
</table>
Dated this ______________ day of ______________________ 2017

Signature _______ in the capacity of ______________________

_________________ duly authorized to sign tender for and

on behalf of _________________________________.

( IN BLOCK LETTERS )

ADDRESS : ________________________________

_____________________________

Witness : ______________________

_____________________________

Occupation : ___________________

_____________________________
Name of Work: “Development of existing garden at A.O. Building at Headland, Sada.”

**ADDITIONAL INSTRUCTIONS TO TENDERERS**

1. The tenderer shall assess and include the cost of material, labour, tools and plants and machinery/equipment for maintenance work that may be required to be carried out by him during the free maintenance period.

3. Tenderers are advised to go through the Schedule of Quantities and Rates and sequence of work before submission of the tender. They are also advised to inspect the site, ascertain for themselves the nature and the extent of work involved and also obtain all clarifications they may require before filling in the tender.

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

5. **Measurements**
   The quantities provided for in the Schedule of Quantities and Rates are only approximate and are given to provide a common basis for tendering. The actual quantity may differ as per site conditions. Payments will be made according to the actual quantities of work ordered and carried out, jointly measured by the representative of Chief Engineer and the contractor.

6. **Rates and Prices to be inclusive.**
   The percentage rates stated in the Schedule of Quantities by the contractor shall include the provision of all supporting special equipment, 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, VAT, etc. if any, but excluding service tax for compliance with conditions of contract and specification. Service Tax will be paid extra as applicable along with the bills.

6a. Service Tax Registration for the bidder is mandatory. Bidder has to enclose attested copy of the Service Tax Registration certificate along with the tender. Service Tax has to be claimed extra as applicable while submitting the bills.
7. Time is the essence of contract and the entire work should be completed within a period of **20 days** as specified in the Schedule.

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

9. After completion of work the contractor shall clean, clear the work site to the satisfaction of the Chief Engineer or his site representative.

10. The material procured for this work, shall be initially approved by the Engineer-In-Charge and the Chief Engineer by producing a sample of the material to be employed in the item of work. All catalogues, specifications may be provided for obtaining the approval of competent authority.

11. Contractor shall submit the following information in order to refund the EMD/ Retention Money/ Bank Guarantee/ Security deposit and payment of bills, etc.
   a) Name of the Bank and Branch
   b) Account Number
   c) Type of Account
   d) Permanent Account Number (PAN), ESI and EPF Numbers.

12. Tenderer should comply with all regulations of EPF, ESI, etc. No bill will be forwarded if the above regulations are not followed.

13. A sample of each material to be used in the work has to be presented for approval. Period of the work is inclusive of the days for producing the sample and obtaining approval, which has to be followed up by the Contractor accordingly.

14. In case the Tenderer desires to quote more or below 15% (Fifteen percent only) than the estimated cost of work put to tender, it shall be supported by the rate analysis for any or all the items of work on demand.

15. Any damage to the property caused during the execution of work shall be made good or compensated by the contractor.

16. After completion of day to day work the contractor shall clean, clear the work site to the satisfaction of the Chief Engineer or his site representative as directed.

17. The contractor shall engage a responsible person /supervisor to carry out the work at site daily with proper records of labour and materials The contractor’s supervisory staff shall be fully experienced in the type of work to be carried out under their supervision.

18. Procedure for laying Mexican lawn/ Phosphalon lawn:
   i. Excavating the area to a depth of about 6 inches
   ii. Removal of pebbles, stones, weeds, loosening of soil, etc.
   iii. Adding compost @1 kg/sq. mt
   iv. Adding neem cake @1 kg/sq. mt
v. Adding coir compost @0.50 kg/sq. mt
vi. Spraying Chloropyriphos on ground @ 40 ml/10 litres of water
vii. Levelling the ground
viii. Laying ready Mexican lawn and dibbling the phosphalon lawn at a distance of 5 cm apart at places as directed.

19. Regular maintenance of the lawns should be carried out for a period of 3 months. During regular maintenance, mowing the lawns, application of urea, chloropyriphos, etc. shall be carried out. The contractor shall arrange for weekly joint inspection during the maintenance period of 3 months.

20. The special instructions given above shall prevail over those stipulated elsewhere in the tender documents forming part of the contract. The volume containing the instructions of Tenders, the General conditions, special conditions and Specifications forms an integral part of the tender document.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
TENDER NO CE/67//2017

Name of Work: “Development of existing garden at A.O. Building at Headland, Sada.”

SCOPE OF WORK

The work put to the tender broadly comprises of the following items.

1. Supply and planting of ready mexican lawn by applying inputs or as directed, including excavation of the area to a depth of about 6 inches,
2. Supply and planting of phasphalon lawn by applying inputs or as directed, including excavation of the area to a depth of about 6 inches,
3. Supply and application of inputs such as garden soil, neem cake, Chloropyriphos, Urea, Compost, Coir Compost for lawn, planting area etc. as directed,
4. Supply of additional labour as and when directed for 8 hrs. in a day as demanded,
5. Free Maintenance for three months after the day of completion of work.
DIRECTIONS TO TENDERERS FOR FILLING THE SCHEDULE OF QUANTITIES & RATES.

1. Tenderers are 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 item 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.

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 Tenderers initials, will render the tender liable for rejection.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

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 _________________________________) 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.

17
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 : 

_______________________________