

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

TENDER No. CME/XEN (E)/ELC/T-38/16/56



**An ISO 9001 : 2008 Port
ISPS CODE Compliant**

TENDER FOR

**“REMOVAL, SHIFTING AND INSTALLATION OF 12NOS 7.5 MTRS
TUBULAR POLES IN HEADLAND AREA AT MPT”**

Due at 03:00 P.M. on **21-06-2016**

Document cost : Rs. 1000/-

Signature & stamp of Bidder



Mormugao Port Trust, GOA

Serving The Nation Since 1885

AN ISO 9001:2000, ISPS COMPLIANT PORT

**MORMUGAO PORT TRUST
MECHANICAL ENGINEERING DEPARTMENT**

TENDER No. CME/XEN (E)/ELC/T-38/16/56

Sealed Tenders are invited from eligible, experienced and reputed firms for “**Tender for Removal, Shifting and Installation of 12nos 7.5 mtrs tubular poles in Headland area at MPT**” as per details furnished hereunder:-

ESTIMATED COST : Rs.1.26 Lakhs

EMD: Rs.2600/-

Tender documents to be downloaded from Port website www.mptgoa.com Bidder shall enclose DD for Rs. 1,000/- towards cost of tender along with the tender favouring FA&CAO, MPT, payable at Vasco da Gama, failing which tender will not be considered.

Sale period : 06.06.2016 to 21.06.2016 (on all working days)

Due date of tender submission : Upto 15.00 hrs on 21.06.2016

Date of opening of tender: 15.30 hrs. on 21.06.2016

CHIEF MECHANICAL ENGINEER

Signature & stamp of Bidder

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ANNEXURE-I

Tender for Removal. Shifting and installation of 12nos 7.5 mtrs tubular poles in Headland area at MPT.

GENERAL RULES AND DIRECTIONS FOR GUIDANCE

1. Tenders under single cover system in sealed cover, superscribed "Tender for Removal. Shifting and installation of 12nos 7.5 mtrs tubular poles in Headland area at MPT" are invited for carrying out the above subject work.
2. The Complete Tender document may be downloaded from the Port's web site www.mptgoa.com. However, the cost of Tender Document is Rs. 1000/- shall be payable by separate DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.

3. Eligible Tenderer's

Bidders are advised to quote strictly as per the Price Bid.

The following should accompany the tender in sealed cover, viz.

- i) Annexure- I of tender document issued by the Port duly initialed on each page with rubber stamp of the Bidder.
- ii) Copy of a valid Electrical Contractors License
- iii) Price Bid duly filled in.

4. EARNEST MONEY DEPOSIT (EMD)

- 4.1** The amount of Earnest Money Deposit is **Rs. 2600/- (Rupees Two Thousand Six Hundred Only)**. The amount shall be paid through D.D from a scheduled bank/Nationalised Bank drawn in favour of FA & CAO, Mormugao Port Trust payable at Vasco-da-Gama, in a separate envelope along with Tender document cost DD and not in the same envelope as the tender.
- 4.2** The sealed cover and the envelope containing the receipt of the EMD shall be simultaneously submitted, so as to reach the Executive Engineer (E-HL), Administrative Building, 1st Floor, Mormugao Port Trust, Headland Sada, Goa – 403804, latest by 15.00 hrs. on 21.06.2016

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- 4.3 Tenders not accompanied with the EMD will be summarily rejected.
- 4.4 Under no circumstances should currency note be enclosed in the cover containing the Tender as Earnest Money.
- 4.5 No other form of deposit towards Earnest Money shall be accepted.

5. Opening of Tender

Tender will be opened at the office of the **Executive Engineer (E-HL), Administrative Building, 1st Floor, Mormugao Port Trust, Headland Sada, Goa – 403804, at 15.30 hrs. on 21.06.2016**

6. REFUND OF EMD

- 6.1 The EMD will be returned to the successful Bidder on payment of Security Deposit. The EMD will be returned by RTGS/NEFT.
- 6.2 The EMD will be returned to the unsuccessful Bidder after placement of order on the successful Bidder. The stamped receipt for refund of EMD should submitted by the bidder along with the tender submission.

7. FORFEITURE OF EMD:

EMD may be liable to forfeiture at the option of the Board, if the Bidder withdraws his offer within the validity period of the offer & /or alters / amends any terms & / or conditions and / or quoted rates within the validity period of the offer & in case of successful Bidder, if he fails to submit the Security Deposit within the stipulated time. No interest will be accrued on EMD from the date of receipt till it is refunded.

In the event of a person whose tender has been received and opened on behalf of the Board, withdrawing his tender before the receipt of the final decision or in the event of a person whose tender has been accepted failing to execute the work in such form as aforesaid within 15 days after such acceptance shall be made to him, the earnest money deposited by such person shall be forfeited

8. SECURITY DEPOSIT:

10% of the contract value shall be deposited with our Finance Department either in form of DD or in the form of Bank Guarantee within 7 days of placement of the order towards fulfilment of all contractual obligations and towards Performance Guarantee.

9. REFUND OF SECURITY DEPOSIT

The Security Deposit will be refunded to the contractor or the Bank Guarantee shall be discharged after all the conditions of contract, including 12 months

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guarantee of satisfactory performance from the date of commissioning of the work have been fulfilled.

10. FORFEITURE OF SECURITY DEPOSIT

The Board may at their option forthwith forfeit the said Security Deposit if the successful Bidder fails to carry out the work or perform or observe any of the conditions of contract. The Board will also be at liberty to deduct from the Security Deposit or from any sum due or to become due under any other contract, with the Bidder, sums that may become due to the Board by virtue of the terms thereof.

11. NO INTEREST PAYABLE

No claim for interest will be entertained by the Board with respect to the above mentioned deposit or with respect to any money or balances which may be in their hands owing to any dispute of the Board with the Bidder, or with respect to any delay on the part of the Board in making monthly or final payments or otherwise.

12. INSPECTION OF WORK

The work will have to be offered to Chief Mechanical Engineer or his authorized representative for inspection whenever required by him. After completion of the entire work, a final inspection will be carried out and a completion certificate will be issued only after completion of contractual guarantee period.

13. COMMENCEMENT AND COMPLETION OF WORK

The work shall be commenced within 7 days from the date of issue of work order and completed within 40 days thereafter including testing and commissioning to the satisfaction of CME or his representative. The work is to be carried out without any hindrance to the regular activities of Port.

14. LIQUIDATED DAMAGES

If the work is not completed in the stipulated time then the successful Bidder shall pay to the Port the sum of 1% of the contract value rounded off to the nearest rupee per week subject to a ceiling of 10% of the total contract value as liquidated damages for such default and not as penalty for every week or part of the week which shall elapse between the scheduled date of completion and the actual date of completion

15. TERMS OF PAYMENT

The payment will be made within 30 days after satisfactory completion of work and producing of invoice in duplicate. The bills shall be supported with the EPF No., ESI No., Service tax registration, PAN, Name of Bank, Place of Branch, Account Number, Type of Account, MICR code etc to effect the

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payment through ECS. Contractor should enclose copy of EPF & ESI payment challans, Copy of the wage register and copy of the attendance register of the latest month along with the bill. All payments made by the Trust to the contractor for the work shall be rounded off to the nearest rupee.

16. GUARANTEE

The work shall be guaranteed for a period of 12 months from the date of satisfactory completion and handing over. All the defects/deficiencies noticed during the guarantee period will be rectified by the successful Bidder, free of cost by way of repairs/replacement either at site or at Bidders works etc., as found necessary by the Engineer. The decision of the Engineer in respect of the above will be final and binding on the Bidder.

17. RISK PENDING COMPLETION

All the works comprised in this contract, until handed over to the Board shall stand at the risk of the successful Bidder who shall be responsible and make good at his own cost all the loss and damage caused by or due to fire, or any other cause and the Contractor shall hand over all the works completed in every respect at the end of the contract.

18. EXTENSION OF COMPLETION TIME

If in the opinion of the Board, the completion of the works shall be delayed by any change of original design or by the ordering by the Board of any altered, modified, substituted or additional work, or by the ordering by the Board of any work to be omitted or any strikes, stand-out or lock-out of any workman employed by the successful Bidder or from any just cause not attributable to the act, default or omission of the Bidder, the Board may, in its discretion it shall think fit, either forthwith or at any later time or from time to time notwithstanding that the prescribed or extended time for completion of the work has expired that the work has been completed by writing under its hand extend the time for completion of the work to such date as it shall consider reasonable provided always, that unless the Bidder makes a written application to the Board at or before the time when the cause of the delay in occurring or about to occur or in the event 'force majeure' immediately thereafter and of which satisfactory proof must be submitted or unless the time is extended by the Board (whether such application has been made by the Bidder or not) the prescribed time shall not be extended, notwithstanding delays from the foregoing or any other cause or causes whatsoever kind, subject nevertheless to be provision that may and every extension of time by the Board shall be deemed to be in full compensation and satisfaction for and in respect of any and every actual or possible loss, damage or injury sustained or sustainable by the Bidder in respect of the cause or causes giving rise to such extensions, and shall in like manner exonerate the Bidder from any claims or demands on the part of the Board in respect, of the delay, in respect of which any such extensions of the time shall have been made, but not further or otherwise, nor for any delay contained beyond the time mentioned in writing, authorizing such extension.

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19. PRICES:

- 19.1** The prices shall be inclusive of taxes & duties except service tax which will be paid at actual and valid for **Six months** and during the currency of contract and not subject to escalation. The Bidder shall quote for the entire work, quotation for part work will not be accepted.
- 19.2** The amount quoted by the tenderer in the Bill of quantities shall allow for all costs including labour, materials, equipment, transport charges, tests, etc. payable.
- 19.3** In respect of any doubts, obscurity or clarifications of tender documents/clause therein, the Bidder must obtain required clarifications/ informations from the Chief Mechanical Engineer before submission of his tender.

20. EPF and ESI:

The Bidder shall comply with the provisions of EPF & ESI Acts failing which the offer will not be considered. The Bidder shall compulsorily be enrolled with PF Commissioner/ESI authorities. He shall comply with the following:-

- a) The Bidder shall ensure strict compliance of the labour laws including those under the Employees State Insurance Act, 1948 and the employee provident fund & miscellaneous Provision Act, 1952 and rules and regulation framed therein.
- b) The Bidder shall ensure that the statutory contribution towards Employee State Insurance Act, 1948 and the employee provident fund & miscellaneous Provision Act, 1952 in respect of the employees engaged by him are **deposited with the authority concerned and a proof having deposited the contribution will be produced before the Port Authorities** by 10th of the succeeding month of the month in which the payment was due
- c) In the event any Bidder raises a dispute that he is not covered under the provision of Employees state Insurance Act provident Fund & Miscellaneous Provision Act 1952 such Bidder shall obtain certificate from the competent authority under these acts and produce the same before the Port Authorities.
- d) The amount recovered if any, such as statutory dues in respect of the Employees Provident fund and Miscellaneous Provision Act 1952 and the Employees state Insurance Act 1948 shall be released only after producing documentary evidence / no dues certificate from the authorities under these Acts

21. SAFETY

INJURY/DAMAGE TO PERSONS AND PROPERTY

Port shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to workmen or other person in the employment of the Bidder, or any Sub-

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Bidder, except an accident or injury resulting from any act or default of the Port and the Bidder shall indemnify and keep indemnified the Port against all such damages and compensation and against all claims, costs, charges and expenses whatsoever in respect thereof or in relative thereto irrespective of the fact that the Port or the Bidder is liable for the same at law.

The Bidders must comply with the safety aspects as governed by the relevant edition of Indian Electricity Rules and Industrial Safety which includes the following:-

Workers selected to carry out the jobs must have the requisite qualification, experience and right attitude for accident prevention. They are supposed to know whether job taken up conforms to rules and time tested work practices.

22. LAW GOVERNING CONTRACT

The contract shall be interpreted and have effect in accordance with the law of India and no suit or other proceedings relating to this contract shall be filed or taken by the Bidder in any Court of Law except in a court of competent jurisdiction in Goa.

23. SETTLEMENT OF DISPUTES

If any dispute of difference of any settlement of kind whatsoever shall arise between the Chief Mechanical Engineer and the – contractor – in connection with or arising out of the contract or the carrying out of the works (whether during the progress of the works, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to be settled by the Chief Mechanical Engineer who within a period of 60 days after being requested by the contractor shall give written notice of his decision to the contractor, if the Chief Mechanical Engineer shall fail to give notice of his decision as aforesaid within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such decision then any such case, the contractor shall, within a further period of 30 days from the expiry of the first 60 days from the date of receipt of Chief Mechanical Engineer's decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Chief Mechanical Engineer.

If the contractor, after receiving notice of the decision of the Chief Mechanical Engineer does not refer the dispute to the Chairman seeking his decision, within a period of 30 days of the Chief Mechanical Engineer's decision then the Chief Mechanical Engineer's decision will be final and binding upon the contractor, and no further claim will exist thereto.

The Chairman shall, within a period of 60 days from the receipt of the request from the contractor, give written notice of his final decision in the matter under dispute to the contractor. If the Chairman fails to give written notice of his final decision within a period of 60 days after being requested by the contractor as

Signature & stamp of Bidder

aforesaid or if the contractor be dissatisfied with any such final decision given, then the contractor may within a period of 30 days after the expiry of the period of 60 days from the date of his application to the Chairman or within a period of 30 days after receiving notice of such final decision, as the case may be, require that the matter or matters in dispute be referred to arbitration as herein after provided. If the Chairman has given the written notice of his final decision to the contractor, and no claim to the arbitration has been communicated to the Chairman by the contractor, within a period of 30 days from the receipt of Chairman's decision the said decision shall remain final and binding upon the contractor. If the Chairman fails to give written notice of his final decision to the contractor within a period of 60 days and no claim to the arbitration has been communicated to the Chairman or the Chief Mechanical Engineer by the contractor within a period of 30 days thereafter, then the decision given by the Chief mechanical Engineer shall remain final and binding upon the contractor. Save as hereinafter provided such decision in respect of every matter as referred shall be final and binding upon the contractor until the completion of the work and shall forthwith be given, effect to by the contractor who shall proceed with the works with all the diligence whether he requires arbitration as hereinafter provided or not.

All disputes or differences in respect of which the decision (if any) of the Chief Mechanical Engineer or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of Mechanical Engineer serving or retired of Central Government agencies, including Defence Service and or a member of Indian Council of Arbitrators, to be appointed by Chairman pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions of the Government of India Arbitration Act, 1940 (Act No. 10 of 1940) or any reenactment of statutory modification thereof for the time being in force. The sole arbitrator shall have full power to open up, review, and revise any decision, opinion, direction, certificate or valuation of the Chief Mechanical Engineer or the Chairman neither party, shall be limited in the proceedings before the Arbitration to the evidence or arguments put before the Chief Mechanical Engineer or the Chairman or the purpose of obtaining his decision. No decision given by either the Chief Mechanical Engineer or the Chairman in accordance with the foregoing provisions shall disqualify them from being called as a witness and given evidence before the sole Arbitrator as aforesaid.

The Arbitrator shall not enter on the reference until after the completion or the alleged completion of works, unless with the written consent of the Board/Chairman/Chief Mechanical Engineer and the contractor provided always:-

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In the event of the Arbitrator to whom the matter is originally referred, is unable to act for any reason, the Chairman shall appoint another Engineer serving or retired of Central Govt. Agencies including Defence Service and or a member of Indian Council of Arbitrators as Arbitrator and he shall be entitled to proceed with the reference afresh or from the stage at which it was left by his predecessor. In all cases, the Arbitrator shall give a speaking/reasoned award.

24. TERMINATION OF CONTRACT

In exceptional circumstances when it is noticed by the Engineer that contract works are not progressing satisfactorily, the Engineer reserves the right to terminate the contract with issue of 14 days notice to the Bidder, if in his opinion it is not worthwhile to allow the Bidder to continue the work due to his failure or incompetence in executing the work satisfactorily or the Bidder stopping/abandoning the work. In such an eventuality the Engineer's decision to terminate the contract with issue of 14 days notice to the Bidder as well as to initiate further necessary action as deemed fit against the Bidder, including but not limited to, forfeiture of security deposit and completion of the work at the risk and cost of the Bidder, against the Bidder, will be final and binding on the Bidder.

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SPECIAL CONDITIONS

1. The contractor should take proper care to avoid any dislocation to the movement of other vehicles and other activities in the roads.
2. If any materials issued to the contractor by the Trust for the use on the work is lost or damaged, the cost thereof at the ruling market rate or at the Trust's issue rate whichever is higher plus 20% storage charges in either case will be recovered from any money due or that may become due to the contractor.
3. In case the contractor leaves the work incomplete the Chief Mechanical Engineer shall have the right to have the work completed through any other agency and recover the extra expenditure incurred by the Trust in so doing from any money due or to become due to the contractor.
4. The contractor shall be solely responsible for reporting to the Board and Police Department immediately of any serious or fatal accident inside the Trust's premises to any of his employees/workmen engaged by him or any persons involved in an accident at site of work.
5. The work shall be carried out without causing any inconvenience to the Trust and to other works in progress in the neighborhood and any losses to the Trust.

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TECHNICAL CONDITIONS OF THE CONTRACT

A. SCOPE OF WORK:

The Scope of work consists of removing of 12nos of old street light poles of 7.5 mtrs height installed on Sada to Vasco road. Shifting of those poles to various locations as specified by the port in Headland area.

Installing 12nos of poles at new locations by excavating 1 metre deep pit and providing concrete muffing for 50cm height and 40cm dia for each pole. Painting all the poles with one coat of zinc phosphate primer and two coats of Aluminum oxide finish paint.

Installation of fittings and wiring for the fittings and laying service wire from pole to pole. Service wire shall be supported by laying guard wire from pole to pole. Supplying and installing shackle insulator on every pole and guard wire to be tied on the shackle insulator. All consumable items, required for the connection of wires shall be in the scope of bidder no extra cost to the Port. Service wire and fittings with luminaries shall be supplied by Port.

If any item is left unmentioned and essentially required for overall completion of the work, the same is deemed to be included in the rates quoted for the work.

B. TESTING & COMMISSIONING

Testing and commissioning of 12nos street light poles at new locations shall be done by the bidder.

All leftover/scrap materials etc. are to be promptly cleared out from the work site by the Bidder at his own cost.

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FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

(TO BE ISSUED BY NATIONALISED BANKS ONLY)

In consideration of the Board of Trustees, Mormugao Port Trust (here in after called "The Board") having agreed to exempt _____ (here indicate the Name and address of the successful Bidder/s)(here in after called "The said Bidders") from the demand, under the terms and conditions of an agreement to be entered between The Board and _____ for _____ (here indicate the name of the works)(hereinafter called "the said Agreement") of Security deposit for the due fulfillment by the said Bidder(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ /- (Rupees _____ only), we _____ (here indicate the name and address of the bank referred to as "The Bank") do hereby undertake to pay to the Board an amount not exceeding Rs. _____ /- against any loss or damage caused to or suffered or would be caused to or suffered by the Board by reason of any breach by the said Bidder(s) of any terms or conditions contained in the said Agreement.

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 Board stating that the amount claimed is due by way of loss or damage caused to or suffered by the Board by reason of any breach by the said Bidder(s) of any of the terms and conditions contained in the said agreement or by reason of the Bidder's failure to perform the said agreement 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. _____ /-.
3. We _____ Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the contract period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Board under or virtue of the said Agreement have been fully paid and its claim, satisfied or discharges, or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Bidder(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before six months from the expiry date i.e. from _____ we shall be discharged from all liability under this Guarantee thereafter.

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4. We _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Bidder(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 Bidder or for any forbearance, act or omission, on the part of the Board or any indulgence by the Board to the said Bidder(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.
5. Notwithstanding anything stated above, our liability under the Guarantee is restricted to Rs. _____ /- (Rupees _____ only). The Guarantee shall remain in force until _____ unless a suit or action to enforce claim under the Guarantee is filed against us within six months from the date, all rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under.
6. The Board is authorized to enforce claim against the Guarantee at the local branch of the Bank in GOA, in case such an eventuality of encashment arises.
7. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated the _____ day of _____ 20__

For _____ Bank

Signature & stamp of Bidder

PRICE BID**Tender for Removal, Shifting And Installation Of 12 Nos 7.5 Mtrs Tubular Poles In Headland Area At MPT**

NOTE: (1) Bidder must quote the rates in conformity with the tender document and shall be given in the units indicated below and not in any other manner, failing which tender will not be considered.

(2) Rates quoted shall include cost of materials, consumables, labour, transport etc. required for execution of the tendered work as well as inclusive of taxes except for service tax which shall be paid as applicable, subject to submission of Service Tax Registration No.

REMOVAL, SHIFTING AND INSTALLATION OF 12 NOS 7.5 MTRS TUBULAR POLES IN HEADLAND AREA AT MPT

Sr.	Description of work	Unit	Qty.	Rate/Unit	Amount in Figures & Words
1	Removing & shifting of old pole. Excavation of 1 metre deep trench, painting, installing the pole and providing concrete muffing & installing, wiring & commissioning of the fitting (Fittings with luminaries will be supplied by the Port)	No	12		
2	Supply and Installation of shackle insulator 100 x 115mm with metal parts	No	12		
3	Supply and pulling guard wire from pole to pole	Mtr	300		

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4	Pulling service wire from pole to pole (Service wire will be supplied by the Port)	Mtr	300		
	TOTAL				

(Total Rupees _____ only)

Date:
Place:

Signature:
Name:
Address:
Seal of firm

Signature & stamp of Bidder