



An ISO 9001 : 2008 Port
ISPS CODE Compliant

**MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS**

- A. 1. Name and full address of the Contractor :
- To whom the Tender Documents are issued.
2. Whether registered with Engineering (Civil) Department, if so, class of registration. :
3. If not registered, reference to the letter of the Chief Engineer authorising issue of the Tender Documents. :
4. Date of issue of Tender Documents. :

Signature of AEN (Accounts)

- B. 1. Name of work : **Construction of retaining wall between Line 4 and 5 in R & D yard.**
2. Cost of each set of Tender Documents : Rs. 1,000/-
3. Date of issue of Tender Documents : From : 02/8/16 To : 18/8/16
4. Date of receipt of tender and time. : 19/8/16 upto 15.00 hrs.
5. Amount of E.M.D. : Rs. 9,170.00
6. Date of opening of tender and time. :
at 15.30 hrs.
7. a) Whether E.M.D. received. : Yes/No.
b) If so, in which shape. : D.D./Cash Receipt.
8. Form of contract. : Percentage rate.
9. Whether tender received in duplicate. : Yes/No.
10. Whether rates have been coated in both the tenders in words and figures. :
11. Total No. of Tenders received for the work. :

Signature Of AEN(Accounts)

Sign. Of Executive Engineer(VSG)



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/63/2016

**Name of Work: Construction of retaining wall between Line 4 and 5 in
R & D yard.**

GENERAL INDEX

1. Tender Notice
2. Form of Tender
3. Appendix – I
4. Additional Instructions to Tenderers
5. Additional General Conditions of Contract
6. Organisation chart – Schedule A
7. Scope of work
8. Directions to Tenderers for filling in the Schedule of quantities & rates
9. Schedule of Quantities & Rates
10. Form of Bank Guarantee for Security Deposit.
11. Declaration
12. A printed set (Tender documents – Vol.I) containing Instructions to Tenderers, General and Special conditions of contract, Special instructions of contract, General specifications forms an integral part of the tender documents

Mormugao Port Trust
Engineering Civil Department
Main Administrative Office Bldg
Headland, Sada, Goa



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/63/2016

TENDER NOTICE NO. CE/N-64/2016

Sealed percentage rate tenders in Single Cover System are invited from the Contractors having experience in carrying out works of similar nature and registered with Engineering Civil Department (M.P.T.), P.W.D. / C.P.W.D. / Railway, Central/State Govt., GSIDC, etc. under Class 'C' and above of MPT. Unregistered Contractors also can apply for tender subject fulfilling the Criteria and the conditions given below.

Sr. No	Tender No.	Name of work	Cost of tender document (non-refundable)	Sale of tender documents From/To
	Class of Contractor eligible of tender	Estimated cost of work put to tender	Earnest Money Deposit	Date of opening of tender
1.	CE/ 63/2016	Construction of retaining wall between Line 4 and 5 in R & D yard.	Rs. 1,000/-	02/8/2016 To 18/8/2016 Upto 3.00pm
	Class 'C' and above	Rs.4,58,118/-	Rs. 9,170/-	19/8/2016 At 3.30 pm

N.B:

- 1) Tender documents can be purchased at the office of the Chief Engineer, Mormugao Port Trust at Headland, Sada, Goa after producing evidence of registration in the appropriate class with the Engineering (Civil) Department of Mormugao Port Trust and after payment of necessary charges in the Cash section of Finance Department. Contractors who are not registered may also be issued tender documents subject to the provisions of MPT Regulations for registration of contractors. Tender documents will be sold between 09.30 hours to 12.00 hours and 14.00 hrs. To 15.00 hrs. From Monday to Friday excluding Port Holidays.

- 2) Tenders duly superscribed with the name of the work should be submitted in single cover and sealed with gum and with sealing wax/lac as stipulated in Clause no, 5 of Special instructions to Tenderers and reach the office of the Chief Engineer, Mormugao Port Trust, Headland Sada – 403 804, not later than 14.30 hrs. on the day of opening of the tender.
- 3) Tender documents will not be sent by post or courier service.
- 4) Right to reject any or all tenders without assigning any reasons thereof, is reserved.
- 5) **Conditional tenders are liable to be rejected.**
- 6) If any unregistered contractor wishes to purchase the tender copy, he has to apply for registration, 100% of the registration fees. If after the scrutiny of his application he is found suitable for the class for which tenders are invited, his tender will be considered along with other tenders, and otherwise his tender will be ignored.
- 7) Contractors without the requisite experience for the work will not be considered.
- 8) The contractors should submit their proposal, Project Design, description of materials to be used and execution methodology. Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa-403 804.

CHIEF ENGINEER

Date:



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/63/2016

Name of Work: Construction of retaining wall between Line 4 and 5 in R & D yard.

1. TENDER NOTICE

1. Sealed percentage rate tenders in Single Cover System are invited on behalf of Mormugao Port Trust from contractors having experience in carrying out works of similar nature and registered with M.P.T./ P.W.D./ C.P.W.D. / Railway, Central/ State Govt., GSIDC, etc. under Class "C" and above (of MPT)" for the work of "**Construction of retaining wall between Line 4 and 5 in R & D yard.**" Unregistered contractors also can apply for tender subject to fulfilling the conditions as stipulated.

2. The tender set consisting of the Tender Notice, Additional Instructions to Tenderers, Special Conditions of Contract, Schedule of Quantities and Rates and Form of Tender may be obtained from the Office of Chief Engineer, Engineering (Civil) Department Mormugao Port Trust at Headland, Sada, Goa on payment of Rs. 1000/- which sum will not be refunded. Additional set can be obtained on payment of Rs. 1000/- (Non- refundable), if desired. The bidding party should pay the cost of the tender document (**non-refundable**) by **Demand Draft** in favour of "**Financial Advisor and Chief Accounts Officer, Mormugao Port Trust** payable at **Vasco-Da-Gama** or by **cash** to **A.O. (Cash)/MPT/Headland, Sada** at the time of submission of application form and bid documents. The Demand Draft / Cash Receipt in original is to be attached to the tender document.

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

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

4. The proposed work comprises of: -

* "**Construction of retaining wall between Line 4 and 5 in R & D yard.**"

5. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is **Rs. 9,170/- (Rupees Nine thousand one hundred seventy only)** and E.M.D. should be lodged in the form of Demand Draft drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable

at Vasco-da-Gama, Goa or by Cash and a cash receipt obtained from A.O. (Cash), is required to be enclosed along with the Tender in originals. In any case, E.M.D. in the form of Cash/ Cheque along with tender will not be accepted.

- a. The E.M.D. and the Tender documents in single covers should be put in separate sealed envelopes and all the three envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as "EMD", as the case may be. The outer envelope shall bear the identifications like (i) Tender No: (ii) Description of work (iii) Bidders name and Address and (iv) Due date and time of bid opening. If the envelopes are not sealed properly, Mormugao Port Trust will assume no responsibility for the misplacement or premature opening of the bids submitted.
- b. Bids if not accompanied by the requisite E.M.D. as indicated at 5 above and in the manner described at 4(a) & 4(b) above shall be treated as invalid and shall not be opened.
- c. E.M.D. of the unaccepted Tenderers excepting **three selected tenders** will be refunded to Contractors. Contractors are requested to contact the AEN(Accounts), Chief Engineer's Office, Main Administrative Office, Mormugao Port Trust for claiming such refund along with copy of original receipt issued by this office.
- d. Contractors may submit the following information in-order to refund the EMD's/ Bank Guarantee/Security Deposit/Retention Money, payments of bills etc.
 - a. Name of Bank
 - b. Place
 - c. Account No
 - d. Type of Account
 - e. PAN No. and TIN No.

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

- e. EMD of the other unaccepted tenderers will be refunded to them only after acceptance of Work Order by successful tenderer and only after lodgment of Initial Security Deposit (ISD) by the same contractor. E.M.D. of successful contractor will be retained towards Initial Security Deposit.
6. Security Deposit: 10% of the value of contract.
- a) Amount to the extent of 5% of the value of contract to be paid in cash or in the form of a Bank Guarantee at the time of acceptance of the tender, as Initial Security Deposit.
 - b) The remaining 5% of Security Deposit to be deducted from the running account bills at 10% of each running bill till the entire security deposit of 5% of value of contract is recovered. However, the contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank guarantee (s) for like sum(s) at any stage(s) of the work.

- c) The entire amount of 10% of the value of the contract may be paid in cash /Demand Draft / Pay Order or in the form of Bank Guarantee at the time of acceptance of tender.

Note:

- i. The Bank Guarantee of 5% of the Contract Price as Initial Security Deposit will be valid till the completion of the work plus 3 months for the claims period (N.B: 12 months maintenance period for this contract).
- ii. The Retention Money of 5% of the Contract Price will be released after successful completion of the work and after issue of Completion Certificate by the Chief Engineer.

7. Unregistered Contractors who desire to purchase the tender copy will have to apply for registration and pay 100% of the registration fees. If after the scrutiny of his/her application he/she is found suitable for the class for which tenders are invited, his/her tender will be considered along with other tenders. Otherwise, his/her tender will be not considered.

8. Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of tenders.

9. The entire work under this contract is required to be completed within **Two months** from the date of receipt of pre-acceptance letter/ work order or release of site whichever is later.

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

11. Time is the essence of contract Liquidated Damages for delay in completion of work shall be recovered at the rate of 0.5 % of the Contract Price per week or part thereof delay subject to a maximum ceiling of 5% of the Contract Price.

The contract is liable to be terminated if there is a delay of more than 25% of contracted period of completion.

12. Maintenance period is 12 months for this work.

13. Tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of work involved etc. before tendering. Such an inspection can be arranged in consultation with the Asst. Ex. Engineer /RLY, Tel Nos: 2594621.

14. 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.

15. The original tenders to be submitted should be enclosed in as sealed cover and superscribed "**Construction of retaining wall between Line 4 and 5 in R & D**

yard.” and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, and Goa-Pin: 403804.

16. The tenders complete in all respects should be placed in the Tender Box kept inside the cabin of Assistant Engineer (Accts), Chief Engineer’s Office at Main A.O. Building, 2nd floor, Mormugao Port Trust upto 3.00 pm on due date and opened at 3.30pm on the same date in the presence of such Tenderer’s who may wish to be present.
17. The Tenderer’s should specifically note that their offers, whether sent by post or by hand delivery, must reach the office on or before the due date and time. Offers received late will not be considered even though posted in the post office before due date.
18. The Chief Engineer reserves the right to reject any or all tenders received without assigning any reasons therefore.
19. Unsigned tenders will not be considered.
20. **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 and Service Tax Registration is mandatory and same will be payable as applicable.**
21. The Tenderer should strictly note that they shall be not allowed to fill in the tender or seal the tender in Mormugao Port Trust premises.
22. The tenderers are requested to obtain certificate of registration under Rules No. 24 of the Building & other construction workman’s central Rules,1998, from the office of the Asst. Labour commissioner.
23. The Contractor should comply the provision of the Bldg. and 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.
24. The contractor or his Authorised sub-contractor for supply of labour shall have EPF and ESI Registration no. of the firm and shall contribute towards Employees Provident fund (EPF) and ESI scheme and submit the copy of the same along with the details in prescribed format while submitting bills. However in case of the contractor deploys sub-contractor for supply of labour for principal parts of the works and for such other works as the Chief Engineer may direct, legal documents should be provided by the Tenderer along with Technical bid.
25. Tenderers may please note that as per new Govt. directives successful tenders 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 avoiding delays in making payments.

26. In case the Tenderer desires to quote premium of cost of work put to tender more than 15%, the Tenderer will have to give the rate analysis for any or all the items of work along with the tender.
27. The interested firms may alternatively download the Tender Documents from the Mormugao Port Trust web site <http://www.mptgoa.com> However, a separate sealed envelope super scribed 'Tender Cost' containing a Demand Draft/ Banker's Cheque drawn in the name of "FA & CAO of the Port of Mormugao" or a receipt for cash payment issued by the Cash section of Finance Department - Main Administrative building MPT, Headland Sada- 403804 towards the cost of tender document may be placed in the envelope containing the sealed offer submitted in the downloaded Tender Document, failing which the offer of the firm will be left out of consideration. The downloading of the Tender Documents shall be carried out strictly as provided on website. No editing, addition/deletion of matter shall be permitted. If such action is observed at any stage, such offer is liable for outright rejection.
28. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.

CHIEF ENGINEER



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/63/2016

Name of Work: Construction of retaining wall between Line 4 and 5 in R & D yard.

FORM OF TENDER

The Chief Engineer,
Mormugao Port Trust.
Headland, Sada, Goa

I/We _____
do hereby Offer to execute the work comprised in the annexed Tender Notice for “**Construction of retaining wall between Line 4 and 5 in R & D yard.**” in strict accordance with the Instructions to Tenderers, General Conditions of Contract, Specifications etc. at the Rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the work included in the Schedule of Quantities & Rates within **Two months** from the date of release of site work order. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of Goa. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/We agree that the **Liquidated damages** at the rate of **(0.5%)** of the Contract Price per Week or part thereof 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. 9,170/- (Rupees Nine thousand one hundred seventy only)** as a deposit or earnest money of my/our willingness to enter into the contract if my/our tender is accepted.

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

5. I/We also agree, if awarded the contract, that the Earnest Money lodged with this tender will be retained by the Board of Trustees towards part of the Initial Security Deposit and to make further deposit by Bankers

Cheque/Demand Draft in favour of **FA & CAO, MPT, Headland Sada** payable at **Vasco-Da-Gama, Goa** by way of Bank Guarantee or by Cash and a cash receipt obtained from A.O.(Cash), **FA&CAO / MPT**, within **7 (seven)** days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust. The Board of Trustees will also have the option to retain the entire amount for Initial Security Deposit of 5% of the Contract Price in the form of Bank Guarantee.

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

7. I/we agree to abide by this tender to be valid for the period of 180 days from the date fixed for receiving/opening the same and it shall remain binding upon me/us and may be accepted any time before the expiration of that period.

8. I/We hereby certify that my/our registration certificate under the '**Goa Sales Tax** on the transfer of property in goods involved in the execution of Works Contract Act, 1985 is in force on the date on which the sale of goods specified in this bill/cash Memorandum is made by me/us and the tax under the act will be, if payable, be paid before furnishing my/our returns under the act.

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

10. I/We request that early payment of interim bills be made from time to time in advance of such bills being audited as per tender conditions.

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

Name:

Age: _____ years

*(B) Ours is a partnership firm and the names of all major partners are given below:

	<u>Name</u>	<u>Age</u>
1.	_____	_____ years
2.	_____	_____ years
3.	_____	_____ years
4.	_____	_____ years

We understand and confirm that if our offer is accepted, the contract will be entered into with the above mentioned partners only and the Trustees will not recognize or deal with any minor partners or their guardians.

*(C) ours in a Company with liability and a copy of our Memorandum and Articles of Association will be sent for perusal upon acceptance of our offer.

Proposed contract is intended to be signed by a duly constituted Attorney and original power of Attorney in his favour will be submitted for perusal immediately on acceptance of the tender.

The contract will be completed under the Company's Common Seal.

11. The Bank's Guarantee referred to in Para No.5 above will be from
** _____

12. I/We am/are registered for the purpose of Goa Sales Tax Act and my/our registration Certificate No. is _____

13. The name and address of our Banker is **

Witnesses
Signature: _____

Tenderer's
Signature: _____

Name: _____

Name : _____

Address: _____

Address: _____

Tel. No.: _____

Tel.No.: _____

Mobile No: _____

Mobile No.: _____

Date : _____

Date: _____

N.B.: * Strike out whichever is not applicable.

** Here the Name of the Bank should be stated.



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

APPENDIX – I

Name of work: **Construction of retaining wall between Line 4 and 5 in R & D yard.**

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

Particulars

Clause of G. C.

1.	Amount of initial security and time	11(1)	Five percent of the contract price and period 17 months.
2.	Period for commencement from the Chief Engineer's orders to commence.	38	7 days.
3.	Time of Completion	40	Two months.
4.	Amount of liquidated damages.	43	Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of The contract.
5.	Period of maintenance.	44(I),45(1)	12 (Twelve) months
6.	Percentage of retention from each running account bill	54(1)	10%.
7.	Limit of Retention Money	54(1)	5% value of the contract.
8.	Total initial Security Deposit and Retention Money.	11(1) 54(1)	10% value of the contract.
9.	Minimum amount of interim Certificate.	54(1)	Rs 3,00,000/-
10.	Time within which payment to be made after contractor's submission of the bill.	54(1)	Amount will be paid within 20 days from the submission of bill with Engineers Certification.
11.	Mobilisation Advance.	69	Not applicable to this contract.
12.	Interest rate on mobilization advance	69	Not applicable to this contract.
13.	Mode of recovery of mobilization advance	69	Not applicable to this contract.
14.	Variation in price of labour and materials.	70	Not applicable to this contract.
15.	Arbitration clause of General Conditions		Not applicable to this contract.
16.	Minimum amount of third party insurance		Not applicable to this contract.

Dated this _____ day of _____ 2016

Signature _____ in the capacity of

_____ duly authorised to sign

tender for and on behalf of _____.

(IN BLOCK LETTERS)

ADDRESS : _____

Witness : _____

Occupation : _____



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/63/2016

Name of Work: Construction of retaining wall between Line 4 and 5 in R & D yard.

ADDITIONAL INSTRUCTIONS TO TENDERERS

The instructions to the Tenders shall be Instructions to “Tenderers” as modified or added to by the following Additional Instructions to Tenderers which shall be read and construed with the instructions to tenderers as if they were incorporated therewith.

In so far as any of the provisions in Additional Instructions to Tenderers may conflict with or be inconsistent with the instructions to Tenderers the Additional Instructions to Tenderers shall prevail.

1. Sealed percentage rate tenders are invited in single cover system for work described in the Tender Notice referred to herein before.
2. Earnest Money: No tender will be considered which is not accompanied by the Earnest Money Deposit (E.M.D.) for the sum stipulated in the tender notice which is lodged on the understanding that in the event of the tenderer withdrawing his tender before the expiry of 180 days from the last date of submission of the tender document. (Whether or not the submitted tender(s) are opened or otherwise at the time of tenderer withdrawing his tender), the tender shall be cancelled and the Earnest Money (E.M.D) deposited by the tenderer forfeited to the trustees and if the tender is accepted the Security Deposit (SD) mentioned in Para 5 hereinafter will be furnished.
3. Tenderers must fill in the space provided for, in the Schedule of Quantities, Rates in figures as well as in words, they are willing to undertake the work.
4. Tenderer must return the complete tender set duly signed wherever required. Any tender not so signed will not be considered. Alterations to the conditions of contract and specifications will not be entertained.
5. SECURITY DEPOSIT: The Security Deposit shall be 10% of the value of contract.
The Successful Tenderer will be required to deposit the following amounts as Security Deposit for the due fulfillment of the contract.
 - a. Initial Security Deposit (I.S.D.) shall be 5% of the Contract Price payable within 7 (Seven) days from the date of receipt of pre-

acceptance letter, in the form of Bank Guarantee from any of the Nationalised Bank in the form annexed or Demand Draft/ Bankers Cheque/ Pay Order addressed to FA&CAO, MPT/HL payable at Vasco-Da-Gama, Goa. The Earnest Money (EMD), deposited with this tender EMD will be retained towards part of the Initial Security Deposit. The Contractor will have the option to pay the entire amount of 5% of the Contract Price towards I.S.D in the form of Bank Guarantee. The Bank Guarantee for I.S.D. will be valid till the completion period plus three months for claims period.

Plus

- b. Retention Money (R.M.) equivalent to 5% of the Contract Price and the sum shall be recovered at the rate of 10% of the gross value of work certified under each bill until an amount of 5% of Contract Price is accumulated. The contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank Guarantee(s) for the like sum (s) at any stages (s) of the work.

The entire amount of 10% of the Contract price as Security Deposit may be paid in Cash/ Demand Draft/ Pay Order/Bank Guarantee.

The Bank Guarantee to be furnished against above should be from any of the Nationalised Bank having a branch in Vasco-Da-Gama and the Guarantee should be executed by the said Branch.

Unless this deposit is lodged and the Guarantee is furnished within 7 (Seven) days of the receipt of intimation of the acceptance of the tender or such further period as may be allowed by the Chief Engineer in writing, the Earnest Money (EMD) will be liable to forfeiture and 'contract liable to be terminated "and the Tenderer will be responsible' to the Trustees for the damages thereby incurred by them.

Upon successful completion of the works and after issue of Completion Certificate by the Chief Engineer, the Chief Engineer and or Board of Trustees shall upon receipt of a written application, refund to the contractor, the said Retention Money of 5% (Five percent) of the estimated cost of the works referred to in sub-clause 5(b) above after deducting there from the amount of Liquidated damages incurred if any and other claims outstanding against the contractor or for breach of contract. The Initial Security Deposit referred to in sub- Clause 5(a) above will be refunded after the expiry of the free maintenance period for this contract) and as soon as the conditions of contract have been fulfilled and upon contractor making an application therefore, after adjusting estimated / actual expenditure by Mormugao Port Trust for rectification of defects and after adjusting other amounts due if any for breach of the Conditions of Contract.

Note: The amount of liquidated damages expressed in the Tender Notice to be payable for delay in the performance of the contract has been arrived at on the fair estimate of the amount of loss likely to be sustained by the Trustees as a result (the delay in the performance of the contract.)

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

7. The Chief Engineer and/ or the Trustees reserve the right to reject any tender without assigning any reasons or to accept any tender as a whole or in part and does not bind himself / themselves to accept the lowest or any tender, No reason will be assigned for the rejection of any tender,

8. If the Tenderers have not carried out any work for the Mormugao Port Trust in the past they shall submit along with, the tender a list of works carried out by them for Government or Public Bodies with their amount showing against each work indicative of its magnitude and their Bankers reference and their Sales Tax Returns.

9. Tenderers should refrain from sending revised or amended offers after the closing date of the tender.

10. Tenderers are strongly advised to inspect the site so that they are fully aware of the nature of scope of the works to be carried out before tendering for the same.

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

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

13. The maintenance period is 12 (Twelve) months for this work.

14. 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/63/2016

Name of Work: Construction of retaining wall between Line 4 and 5 in R & D yard.

ADDITIONAL SPECIAL / GENERAL CONDITIONS OF CONTRACT

1. The quantities mentioned in the Schedule of Quantities and Rates are only approximate and the Board is liable to pay for only such quantities of work as are actually executed.
2. The rate quoted by the contractor shall be inclusive of Sales Tax, General Tax, Octroi, Excise Duty, Service Tax, Income Tax etc. and all other incidental charges that the tenderer may have to bear for the execution of the works.
3. **ELECTRIC SUPPLY:** The contractor shall provide his own cable from the supply point to the place of work and the Contractor should make his own arrangements to provide electricity by installing suitable capacity Diesel Generators for all works. No additional payment and extension in Project completion time will be considered.

The Tenderer`s supervisory staff shall be fully experienced in this type of work and all safety precautions should be taken and the work will to be carried out under their supervision.

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

5(a) Without limiting his obligation and responsibilities under Clause 21 of G.C.C. (Vol. I) The contractor shall insure, at his cost, in the joint names of the Board and the Contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Board and contractor are covered during the period of construction of the works and are also covered during the period of Maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of Maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause 45 of G.C.C. (Vol.I).

- (i) The Works and the Temporary Works to the full value of such works executed from time to time.

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

6. The successful tenderer will have to submit within fortnight after receipt of the acceptance Letter a phased programme of execution of different items of works.

7. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under clause no.42 of General Conditions of Contract, Volume – I of the tender document will be given to the contractor subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port's supervisory staff.

8. 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 in the neighborhood of the works against the same.

9. FOOTWARE, GLOVES ETC.:

In partial modification of Clause No.31 of the General Conditions of Contract, the contractor shall at his own expenses provide safety equipment, for all labour employees on all types of work involving the use of chemicals. to the satisfaction of the Chief Engineer or his Assistant.

10. ACCIDENTS:

The contractor shall, within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Chief Engineer or his Representative. The contractor shall also report such accidents to the concerned constituted authorities.

11. 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.

12. All applications for issuance of Photo Identity cards shall be routed through the Chief Engineer, who shall forward the same to the Port's Traffic Department, whose pass section will issue the Photo Identity Card to the contractor or his agents on payment of necessary fees as prescribed from time to time and the same shall be valid for the duration of the contract or a period of one year, whichever is less.

13. Subject to the availability, land for construction of temporary sheds/stores/labour hutments, etc. will be given to the contractor in Port areas. 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.

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

15. No temporary structures/sheds, which are constructed to house the contractor's office/store/labour hutments, shall be permitted to be retained during the period of maintenance.

16. 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 submit the final bill based on joint measurements.

17. The operation of the Port should not be stalled due to this tender work.

18. SUPPLY OF MATERIALS: Nothing shall be supplied by the Department free of cost. Contractor shall make his own arrangements to procure all the materials whatsoever required for the execution of the works covered under this tender.

19. All the works should be executed during the daytime. In case the contractor wishes to continue work in the night, he has to adhere to clause no. 42 of Vol-I of tender document subject to agreeing to bear the cost of overtime of Engineer and supervisory staff, And all arrangements of suitable

20. The contractor should take precautions and hot permit should be obtained before carrying out the works. The contractor should take all provisions as stipulated and instructed by the different Port Departments such as Fire section of the Mechanical Department and the Engineers of the Engineering Civil Department only in case such a need arises.

21. As a statutory requirement, the contractor shall take all measures of safety against fire hazard and electrocution at site as follows: -

- a) All temporary electric supply connections will be carried out with correct sizes of wires/cables and fuses and other safety devices as required under Electricity Rules in consultation with us.
- b) One bucket full of water and sand shall be kept at the work spot. The **Portable fire extinguisher** shall be always kept at the work spot.

22. Contractor shall maintain register at site to monitor the execution of each items of work as per the specified specifications and register to maintain the records of material brought to site and the daily consumption and register/file of test reports of materials brought to site and as specified by the Chief Engineer or his representative. The register / files should be made available for inspection of the Chief Engineer or his representative whenever so desired.

23. All the materials & methods to be used in the structure shall be conforming to relevant **ISI specifications and I.S codes** which can be referred to from C.E Dept technical library 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.

24. Rates and Prices to be inclusive.

The rates should include for all design, manufacturing cost, cost of materials, installation and include for providing of all supporting special equipment, designed scaffolding, labour of required skill, supervision, materials, erection, overheads and profits, watch and ward, insurance charges, transportation of materials to the required location during execution and every incidental and contingent costs and charges, whatsoever, including sales tax on works contracts, etc. if any, for compliance with conditions of contract and specification. Payment will be made according to the actual quantities of work ordered and carried out, jointly measured by the representative of Chief Engineer and the contractor.

25. MAINTENANCE PERIOD: Maintenance period is 12 (Twelve) months.

26. MODE OF PAYMENT:

The procedure for preparation and settlement of contractor's bills is as under subject to submission of bill in quadruplet with the Engineer's certification:

- (i) Bills will be paid within 20 working days through SAP.
- (iii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealings with the Mormugao Port Trust.
- (vii) **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 **5%** of the Contract Price is accumulated.

Secured advance against materials brought to site for permanent works will be paid to the contractor as per General Conditions of Vol-I Clause No: 54.1(b).

The Chief Engineer may sanction part rates for partly executed items of work mentioned in the Schedule of Quantities & Rates as may be deemed necessary by him.

The contractor shall submit the interim measured bills and final bill only after the measurements are checked by the concerned Engineer and Assistant Ex. Engineer and after the final corrected quantities to be billed are given.

27. FACILITIES FOR WORKS OF OTHER AGENCIES:

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.

28. The contractor should specially note that there should not be any disturbances to the MPT Staff's working in the Department and also take necessary steps to prevent noise, dust pollutions, safety of workers while transporting, shifting materials during execution of the work etc.

29. The contractor shall have EPF Registration No. Of the firm and shall contribute towards Employees Provident Fund (EPF) and submit the copy of the same along with the details in the prescribed format while submitting bills.

30. Labour deployment: Tenderer should mention the peak and the least labour force they would like to engage for the work accordingly, labour license may be obtained from Assistant Labour Commissioner, Vasco.

31. The work shall be carried out without disturbing the operation of Port or other agencies working in the area. Contractor should ensure safety of workers while crossing the tracks and executing the work.

32. Time is essence of the contract and the entire work should be completed within a period of Two months and delay in completion of the work will not be entertained.

33. The rates shall be inclusive of all labour and materials. Contractor should bring the required quantity of materials at site before commencing the work.

34. Contractors may submit the following information in order to refund the EMD's/Retention Money/BG's/Security deposits, payment of bill etc.

- a) Name of the Bank
- b) Place
- c) Account No.
- d) Type of Account No.
- e) PAN No. and TIN No.
- f) EPF, ESI Numbers & Insurance Policy, if any.

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

36. Cement, sand, c. c. blocks, water and machinery required for this work will not be supplied by MPT to the contractor, contractor will have to make his own arrangement to procure the same, storing, watch and ward and will include the cost thereof in the tendered amount while quoting for the above work.

37. The contractor shall arrange the labour payments etc weekly/fortnightly /monthly through the Bank and inform with evidence like pass book, wage register, ESI, EPF etc to JE/AXEN(RLY) at the site office accordingly to verify the same as per the Muster Roll maintained and signed by JE/AXEN(RLY) and contractor.

CHIEF ENGINEER



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

SCHEDULE – `A`

The Tenderer shall list below Key Personnel and give short resume of their experience together with estimated peak and average labour force that he proposes to employ on the contract.

ORGANISATION CHART

<u>Designation of Key Personnel</u>	<u>Name and short of experience.</u>
---	--

LABOUR FORCE

Estimated peak force _____

Estimated average force _____

SIGNATURE OF TENDERER

Date :- -----



An ISO 9001 : 2008 Port
ISPS CODE Compliant

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

Name of work: Construction of retaining wall between Line 4 and 5 in R & D yard.

SCOPE OF WORK

1. Excavation in dense or hard soil/murum etc. including removal of obstructions such as small trees, vegetation etc. and removal of excavated material upto a lead of 50m and a lift of 1.5m including refilling foundation trenches and sides of retaining wall. All tools, plants, labour and material etc. complete.
2. Soling with hard laterite rubble stone of 20 cm to 30 cm size including hand packing etc. complete. All tools, plants, labour & material etc. complete
3. Cement concrete (1:3:6) 10 cms thick, using 40mm graded black trap stone metal out of quarried boulders as coarse aggregate including mixing, depositing, consolidating, leveling, curing etc. All tools, plants, labour & material etc. complete
4. Constructing masonry in foundation and plinth using precast cement concrete solid blocks having a crushing strength of not less than 35kg./cm² (28 days curing) with a mix not leaner than (1:5:10) in cement mortar (1:6) including providing specially moulded blocks at junctions & corners, curing etc. All tools, plants, labour & material etc. complete.
5. Providing and fixing PVC pipe 110mm dia (medium) as weep holes including making joints water tight etc, making good the walls etc. All tools, plants, labour and material etc complete.



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/63/2016

Name of Work : **Construction of retaining wall between Line 4 and 5 in R & D yard.**

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

1. Tenderers are required to fill in their percentage rate tender amount at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered.
2. The percentage rate tender amount 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 tender amount 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 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 work out the final figures (amount of their tenders), at the end of the Schedule of Quantities & Rates.
5. The percentage rate tender amount should be legibly written in figures as well as in words, in the space provided for. Erasures or corrections in figures or in words, without Tenderer's initials, will render the tender liable for rejection.

CHIEF ENGINEER



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

Name of work: Construction of retaining wall between Line 4 and 5 in R & D yard.

SCHEDULE OF QUANTITIES AND RATES

Sr. No.	Description of Work	Approx. Qty.	Unit	Rate Rs.	Amount Rs.
1	2	3	4	5 6	7
1	Excavation in dense or hard soil/murum etc. including removal of obstructions such as small trees, vegetation etc. and removal of excavated material upto a lead of 50m and a lift of 1.5m including refilling foundation trenches. All tools, plants, labour and material etc. complete.	42.00	M3	558.00	23436.00
2	Soling with hard laterite rubble stone of 20 cm to 30 cm size including hand packing etc. complete. All tools, plants, labour & material etc. complete	12.00	M3	1404.00	16848.00
3	Cement concrete (1:3:6) 10 cms thick, using 40mm graded black trap stone metal out of quarried boulders as coarse aggregate including mixing, depositing, consolidating, leveling, curing etc. All tools, plants, labour & material etc. complete	6.00	M3	5174.00	31044.00
4	Constructing masonry in foundation and plinth using precast cement concrete solid blocks having a crushing strength of not less than 35kg./cm ² (28 days curing) with a mix not leaner than (1:5:10) in cement mortar (1:6) including providing specially moulded blocks at junctions & corners, curing, scaffolding etc., refilling the excavated material etc. All tools, plants, labour & material etc. complete.	72.00	M3	5060.00	364320.00
5	Providing and fixing PVC pipe 110mm dia (medium) as weep holes including making joints water tight etc, making good the walls etc. All tools, plants, labour and material etc complete.	70.00	M	321.00	22470.00
	TOTAL AMOUNT = A =			Rs	4,58,118.00

TOTAL AMOUNT = A = Rs. 4,58,118.00

B. **ADD** _____ % (In Figures)
In words _____
Amount (In Figures) _____
In words _____

AMOUNT A + B i.e. Rs. _____
Rupees _____

OR

C. **DEDUCT** _____ % (In Figures)
In words _____
Amount (In Figures) _____
In words _____

AMOUNT (A + B) or (A – C) i.e. Rs. _____
Rupees _____

SCORE OUT EITHER "ADD" OR "DEDUCT" AS THE CASE MAY BE"

TOTAL TENDER AMOUNT

Rs. (in figures) _____

Rupees (in words) _____

It is certified that I/we have written the unit rates in figures and words

Name and Address of the Tenderer

Authorised Signatory
Company Seal



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

1. In consideration of the Board of Trustees of Mormugao Port Trust (Hereinafter called 'THE BOARD') having agreed to exempt from _____ (Hereinafter called 'The said Contractors') from the demand, under the terms and conditions of an agreement to be entered between Board and _____

_____ (hereinafter called 'The Said Agreement') of Security Deposits for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs. _____ (Rupees

only). We _____ Bank _____ (hereinafter referred to as 'The Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees

only) 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 contractor(s) of the terms and 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 would be cause to or suffered by the Board by reason of any breach by the said contractors of any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regard 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) attached Schedule of Quantities and Rates

3. We, _____ Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the 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 by virtue of the said agreement have been fully paid and its claim satisfied or

discharged or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or within three months from the expiry date i.e. from _____ we shall be discharged from the liability under this guarantee thereafter

4. We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting 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 contractor(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 contractor(s) and to for bear of 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 of extension being granted to the said contractor(s) or for any forbearance act of omission on the part of the board or any indulgence by the Bard to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would put for this provision have effect of so relieving us.

5. Not withstanding any thing 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 three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6. The Board is authorised to enforce claim against the guarantee at the local branch of the Bank in Goa in case such as eventually 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 _____ day of _____ 2016

**(SIGNATURE)
WITH SEAL**



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

Name of work: : **Construction of retaining wall between Line 4 and 5 in R & D yard.**

DECLARATION

I 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.

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 : _____