



**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT  
TENDER NO.CE/77/2016**

**Tender Notice No. CE/N-78/2016**

**FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS**

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

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**SIGNATURE OF AXEN (Accounts)**

B.1. Name of work : **“Repairs to damaged concrete panels of berth no. 10.”**

2. Cost of each set of Tender Documents: Rs. 2,000/-
3. Date and Issue of Tender Documents : From: 08/09/2016  
To 22/09/2016 upto 14.30 hours.
4. Date of receipt of tender and time : 23/09/2016 upto 15.00 hours
5. Amount of E.M.D. : Rs.15,000/-
6. Date of opening of tender and time : On 23/09/2016 at 15.30 hours.
- 7 a) Whether E.M.D. received : Yes/No.  
b) if so, in which shape : D.D./Cash Receipt
8. Form of contract : Item rate
9. Whether tender received in duplicate : Yes/No
10. Whether rates have been quoted in both : Yes/No.  
the tenders in words and figures.
11. Total No. of Tenders received for the work:

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AXEN(Accounts)

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EXECUTIVE ENGINEER (HR)



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

**Tender No. CE/77/2016**

**NAME OF WORK :- “Repairs to damaged concrete panels of berth no. 10.”**

1. Tender Notice
2. Appendix – I
3. Form of Tender
4. Additional Instructions to Tenderers
5. Additional General Conditions of Contract
6. Organisation chart
7. Estate rental charges
8. Directions to tenderers for filling in schedule of quantities and rates
9. Scope of work
10. Schedule of quantities & rates
11. Form of Bank Guarantee for Security Deposit.
12. Declaration.
13. Vendor registration form
14. Drawing
15. 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

Chief Engineer



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

**TENDER NO.CE/77/2016**

**Tender Notice No. CE/N-78/2016**

Sealed item rate tenders in single Cover System are invited from the Contractors registered with Engineering Civil Department (M.P.T.), P.W.D. / C.P.W.D. / Railway, Central/State Govt., GSIDC, etc. Unregistered Contractors also can apply for tender subject to 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/06/2015 Class "D"& above.	<b>“Repairs to damaged concrete panels of berth no. 10.”</b>  <b>Rs. 7,48,961 /-</b>	Rs. 2,000 /-	08/09/2016 to 22/09/2016 up to 14.30 hrs
			Rs. 15,000 /-	23/09/2016 at 15.30 hrs

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 super scribed 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 15.00 hrs. on the 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, are reserved.
- 5) Deviations from the proposed items of work will not be acceptable. Conditional tenders are liable to be rejected.
- 6) If any unregistered contractor wishes to purchase the tender copy, he has to apply for registration, pay 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) Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa-403 804.

CHIEF ENGINEER

Date :

Headland, Sada, Goa.



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**  
**TENDER NO : CE/77/2016**

**Name of Work : “Repairs to damaged concrete panels of berth no. 10.”**

**1. TENDER NOTICE**

1. Sealed tenders in single Cover System are invited on behalf of Mormugao Port Trust from contractors registered with M.P.T., P.W.D./ C.P.W.D. / Railway, Central/ State Govt. , GSIDC, etc. for the work of **“Repairs to damaged concrete panels of berth no. 10.”** The approximate cost of the work is **Rs. 7,48,961/-**. 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.2000/- which sum will not be refunded. Additional set can be obtained on payment of Rs.2000/- (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 Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs. 15000/- (Rupees fifteen thousand only), and
5. 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 alongwith tender will not be accepted.

- a. The E.M.D. and the Tender documents should be put in separate sealed envelopes the two envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as “EMD, tender documents as the case may be. The outer envelope shall bear the identifications like (i) Tender No: (ii) Description of works (iii) Bidders name and Address and (iv) Due date and time of bid opening. If the envelopes are not sealed properly, Mormugao Port Trust will assume no responsibility for the misplacement or premature opening of the bids submitted.
- b. Bids if not accompanied by the requisite E.M.D. as indicated at 4 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 Tenderers i.e. any two among the first three lowest tenders will be refunded to them only after acceptance of Work Order by successful tenderer and only after lodgment of Initial Security Deposit (ISD) by the lowest/accepted offer of the contractor. E.M.D. of successful contractor will be retained towards Initial Security Deposit. Other Contractors are requested to contact the Senior Assistant Secretary, Chief Engineer’s Office, Main Administrative Office, and 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.**
  - f. **EPF No.**
  - g. **ESI No.**

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

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 actual completion period plus 3 months for the claims period.
  - 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 he/she 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 **2 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. 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 Executive Engineer / HR, Tel Nos: 2594610.
  12. The tenderers must not quote counter conditions involving extra expenditure. The tenderers should refrain from sending revised or amended offers after the closing date of the tender. The Chief Engineer reserves the right to reject such offers without assigning any reasons thereof.

13. The original tenders to be submitted should be enclosed in a sealed cover and super scribed **and** should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, Goa-Pin: 403804.
14. The tenders complete in all respects should be placed in the Tender Box (marked "Tender No: CE/77/2016) kept inside the cabin of Assistant Engineer(Accounts), Chief Engineer's Office at Main A.O. Building, 2nd floor, Mormugao Port Trust up to 15.00 hrs. on due date and opened at 15.30 hrs. on the same date in the presence of such Tenderer's who may wish to be present.
15. The Tenderer's should specifically note that theirs offers, whether sent by Post or by hand delivery, should reach this 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.
16. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
17. Unsigned tenders will not be considered.
18. 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.
19. 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.
20. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
21. Service Tax registration for the bidder is mandatory. Bidder has to enclose attested copy of Service Tax Registration along with the tender. Service Tax has to be claimed extra as applicable while submitting the bill/bills.





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

**APPENDIX-I**

**TENDER NO : CE/77/2016**

**Name of work :- “Repairs to damaged concrete panels of berth no. 10.”**

This shall be read in conjunction with respective clauses of General conditions of Contract(G.C.C)of Vol-I of Tender Documents.

Sr No	Particulars	Clause of G.C.C	Condition/Details
1	Amount of initial security and time	11(1)	Five percent of the contract price and period 17 months plus 3months for claims period for B.G.
2	Period for commencement from the Chief Engineer's orders to commence.	38	7 days from the date of receipt of Work order.
3	Time of completion	40	2 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 (of each specific work order).
5	Period of maintenance	45(1)	12 months.
6	Percentage of retention from each running account bill.	54(1)	10%.Also please refers CL.No.5 of additional instructions to Tenderers.
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 amount.
9	Minimum amount of interim certificate	54(1)	3,00,000/-
10	Time within which payment to be made after contractor's submission of the bill. (Special Instructions No.1).	54(1)	100% payment within 20 days of recording measurements and submission of bill in quadruplicate after obtaining signature of JE/EA and AEN/AXEN concerned(2 copies to Head

			Office) with all supporting documents.
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.	66	Not applicable to this contract.
16	Minimum amount of third party insurance.	Clause No.6 to 9 of Additional. General Conditions of contract	5% of the tender amount.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_.

\_\_\_\_\_ duly authorized to sign tender for and on behalf of \_\_\_\_\_.

(IN BLOCK LETTERS)

Tenderer Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness : \_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

\_\_\_\_\_



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

**TENDER NO: CE/77/2016**

**Name of Work : “Repairs to damaged concrete panels of berth no. 10.”**

**FORM OF TENDER**

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

1. I/We\_\_\_\_\_ do hereby offer to execute the work comprised in the annexed Tender Notice for **“Repairs to damaged concrete panels of berth no. 10..”** in strict accordance with the Instructions to Tenderers, General Conditions of Contract, and Specifications etc., at the Rate entered in the attached Schedule of Quantities and Rates.
2. I/We undertake to complete the work awarded under this contract within the stipulated period of completion mentioned in work order from the date of release of site and as per specifications. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of Mumbai. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract.
3. I/We send herewith a sum of **Rs. 15,000/- (Rupees fifteen thousand only)** as a deposit or earnest money of my/our willingness to enter into the contract if my/our tender is accepted.
4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the Specifications, Schedule of Quantities & 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.

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 \*\* \_\_\_\_\_

**Witnesses**  
**Signature :** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address :** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tel. No.:** \_\_\_\_\_

**Mobile No:** \_\_\_\_\_

**Date :** \_\_\_\_\_

**Tenderer's**  
**Signature :** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Address :** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tel. No.:** \_\_\_\_\_

**Mobile No.:** \_\_\_\_\_

**Date :** \_\_\_\_\_

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

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

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

**TENDER NO: CE/ 77 /2016**

**Name of Work : “Repairs to damaged concrete panels of berth no. 10.”**

**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 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 Nationalized 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 Nationalized 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 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. Cost of testing of materials if any will be borne by the Contractor.
10. Tenderers should note the arrangements described in the tender document for prompt payments of bills.

**CHIEF ENGINEER**





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

**TENDER NO: CE/77/2016**

**Name of Work: : “Repairs to damaged concrete panels of berth no. 10.”**

**ADDITIONAL GENERAL CONDITIONS OF CONTRACT**

01. The tenderer shall visit the site and fully study the work involved vis-à-vis the quantity and specification before tendering for the work. Any clarification in this regard will be given if required prior to submission of tender. The tenderer should inspect the site, assess himself the area, accordingly the rates may be quoted. No claim will be entertained regarding for this purpose thereafter.
02. **Time is the essence of the contract and the entire work shall be completed within the stipulated time period as mentioned in Work Order and delay in completion of the work will be liable for liquidated damages as per general conditions of contract(G.C.C.) vol.I.**
03. The rates quoted by the tendered shall hold good for period of contract.
04. The proposed work broadly comprises as detailed in scope of work.
05. The successful tenderer shall be required to enter into an agreement with Mormugao Port Trust immediately after acceptance of the tender. The cost of stamp paper for the agreement shall be borne by the successful tenderer.

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 except Service Tax.

06. The labour payment shall be made in the presence of the J.E. In charge failing which no bills will be processed. The Contractor has to inform in writing 48 hrs in advance to JE/EA regarding the date, place and labour

payments in order to witness the same.

07. The contractor shall have EPF Registration No. of the firm and shall contribute towards Employee Provident Fund (EPF) and submit the copy of the same along with the details in the prescribed format while submitting bills.
08. The following record shall be maintained:
- 1) Muster Roll.
  - 2) Register of wages.
  - 3) Wage slip to all the labourers.
  - 4) Material Register
  - 5) Hindrance register.
  - 6) Site instruction book.
09. 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.
10. The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.
11. Watch and ward of all materials and equipment will be responsibility of the contractor and no claims will be entertained towards loss or damage to the contractors materials and equipments.
12. The contractor shall hand over the retrieved material retrieved from the dismantled structures and transport the same to AXEN/GCB store/MM's stackyard Baina or at any other places as directed at his own cost.
13. The contractor shall clear the site immediately after completion of the work to the satisfaction of the Chief Engineer or his representative.
14. Storage arrangements for all material shall be made by the contractor at his own cost.
15. The contractor shall mention the cell nos. of the contractor and their authorized supervisors below for immediate communication
1. \_\_\_\_\_
  2. \_\_\_\_\_
- 16(a) with out 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.
- (ii) The materials and any other Plant and other things brought on to the site by the contractor to the full value of such materials and other things.

16(b) Such insurance shall be effected with an insurer and in terms approved by the Board and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer's representative the policy or policies of insurance and the receipts for the payment of the current premia provided always that without limiting his obligations and responsibilities as aforesaid nothing in the clause contained shall render the contractor liable to insure against the necessity for repair or reconstruction of any work constructed with material or workmanship not in accordance with the requirements of the contract.

17(a) Before commencing the execution of the works, the contractor but without limiting his obligations and responsibilities under clause 22 of G.C.C. (Vol. I) shall insure against any damage, loss or injury which may occur to any property (including that of the Board) or to any person (including any employee of the Board) by or arising of the execution of the works or Temporary Works or in the carrying out of the contract otherwise than due to the matters referred to in the provision to clause 22(1) of G.C.C. (Vol. I).

17(b) Such insurance shall be effected with an insurer and in terms approved by the Board and for at least the amount stated in the Tender and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer's representative the policy or policies of insurance and the receipts for the payment of the current premia.

18. The Contractor shall insure against accident, injury etc. to workmen with an insurer approved by the Board and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall when required produce to the Chief Engineer or the Chief Engineer's representative such policy of insurance and the receipt for payment of the current premia. Provided always that in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Board is indemnified under the policy but the contractor shall require such sub-

contractor to produce to the Chief Engineer or the Chief Engineer's representative when required such policy of insurance and the receipt for payment of the current premia.

19. If the Contractor shall fail to effect and keep in force the insurance referred to in the above mentioned clauses hereof or any other insurance which he may be required to effect under the terms of the contract then and in any such case the Board may effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the Board with interest as stated in Vol. I as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

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

21. 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.

22. **EPIDEMICS**

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

23. **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.

24. **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, uniforms, footwear and gloves for all labour employees on all types of work involving the use of chemicals and cement, etc. to the satisfaction of the Chief Engineer or his Assistant.

25. **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.

26. 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.

27. 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.

28. 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.

29. 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 Headland Sada slopes and Baina will be charged as per prevailing scale of rates during the contract period as fixed by finance department and payment for the same shall be made to CDC section of finance department and copy of receipt shall be attached along with contractors running & final bill.

30. 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.

31. **SUPPLY OF MATERIALS:** No material will be supplied by MPT. Contractor shall make his own arrangements to procure all the materials whatsoever required for the execution of the works covered under this tender.

32. Water and electricity will be supplied by the department from the nearest available point subject to availability. Rates will be charged as per scale of rates prevailing during period of contract. If the same is not available contractor has to make his own arrangement for water and electricity at his own cost.

33. **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 from those provided for in the Schedule in view of the complexity of the work. Payment will be made only for the actual work done.

34. The Tenderers are required to fill the item rates in the schedule of quantities and rates and the total amount as stated in Directions to Tenderers.

**The Taxes involved in the execution of Works Contract Act 1935 shall be borne by the contractor and rates quoted by the Tenderers shall be inclusive of the said tax also.**

35. **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.

36. **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) Minimum amount of Interim Certificate shall be **Rs. 3,00,000/-**. 100% bill will be paid within 20 working days.

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

**Retention Money** will be recovered through the bills of specific works at the rate of **10%** of the amount certified in each bill, till an amount equivalent of **5%** of the Contract Price is accumulated.

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 final bill only after the measurements are checked by the concerned Engineer and Assistant Executive Engineer/Assistant Engineer and after the final corrected quantities to be billed are given.

37. **FACILITIES FOR WORKS OF OTHER AGENCIES:**

Contractor shall take care to see that his work does not, in any way, hamper the concurrent progress of works of the other agencies in and around the

existing site of work, by laying of cables or any other work, which will be awarded during the period of this contract. The contractor, shall accord all facilities to various agencies /contractors such as place for storing their material place for site office. etc. in consultation with the Site Engineer and carry out his activities in close co-ordination with all agencies.

38. 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 etc. in the Office.

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

**CHIEF ENGINEER**



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

**TENDER NO: CE/77/2016**

**Name of Work: "Repairs to damaged concrete panels of berth no. 10."**

**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**

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<u>Designation of Key Personnel</u>	<u>Name and short resume of experience.</u>
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**LABOUR FORCE**

Estimated peak force \_\_\_\_\_

Estimated average force \_\_\_\_\_

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SIGNATURE OF TENDERER

Date :- -----





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

**TENDER NO: CE/77 /2016**

**Name of Work: ““Repairs to damaged concrete panels of berth no. 10.”**

**SCHEDULE-C**

**ESTATE RENTAL CHARGES**

Sr. No.	Description	Rate		Remarks
		Rs.	Ps.	
1.	Licence fees on Port land for maintenance office buildings and other structures.	Rate will be charged as per scale of rates prevailing during period of contract.		At suitable location subject to availability and to be decided by the Chief Engineer.
2.	Licence fees on Port land for maintenance office buildings and other structures including labour huts. (Refer relevant clause in the Additional Special Instructions).	Rate will be charged as per scale of rates prevailing during period of contract.		At suitable location subject to availability and to be decided by the Chief Engineer.

NOTE :Rate per 10 sq.m. or part thereof per calendar month or part thereof.

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**SIGNATURE OF THE TENDERER**

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**CHIEF ENGINEER**



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

**TENDER NO: CE/77/2016**

**Name of work: “Repairs to damaged concrete panels of berth no. 10.”**

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

1. Tenderers are required to fill the item rates in 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 rates 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 rates 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.
4. The rates and the 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**



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

**Tender No:- CE/77/2016**

**Name of Work: “Repairs to damaged concrete panels of berth no. 10.”**

**SCOPE OF WORK**

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

1. Earth work excavation in soft rock with earth pockets and laterite boulders.
2. Dismantling and clearing of cement concrete in trap stone metal.
3. Soling with hard laterite boulders.
4. Soling with hard laterite boulders including rolling.
5. Providing water bound macadam road having a consolidated thickness of 7.5cm.
6. Providing Ready mix concrete of grade M25(1:1:2) using 20mm graded black trap stone metal.
7. Providing and steel shuttering for concrete panels.
8. Providing 15mm thick thermocol for expansion joints including filling the top notch with mixture of sand and bitumen.
9. Transporting and dumping surplus excavated material/dismantled material in low area within a lead of 5kms.



An ISO 9001 : 2008 Port  
ISPS CODE Compliant

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

**TENDER NO. CE/77/2016**

**Name of work: “Repairs to damaged concrete panels of berth no. 10.”**

**SCHEDULE OF QUANTITIES AND RATES**

Item No.	Description of work	Approx. quantity	Unit of quantity in words	Rate in fig./words	Amount Rs. Ps.
1	Earth work excavation in soft rock with earth pocket and boulders including removal of obstructions such as small trees, vegetation etc. refilling the trenches with suitable excavated material, and removal of unsuitable excavated material up to a lead of 50m and a lift of 1.5m All labour and material etc. complete.	35.00	Cubic Metre		
2	Demolishing and clearing of cement concrete in trap stone metal, disposal of unserviceable material within a lead of 100m including all tools & plant, labour and material complete	62.00	Cubic Metre		
3.	Soling with hard laterite rubble stone of 10 cm to 20 cm size including hand packing etc. complete. All labour & material etc. complete	16.00	Cubic Metre		

4.	Soiling with laterite boulders of size 10 to 20cm including spreading, hand packing, laying to necessary chamber and gradient, rolling with power rollers, consolidating, necessary binding materials, watering etc. All labour & materials etc, complete.	14.00	Cubic Metre		
5.	Providing water bound macadam road having a consolidated thickness of 7.5cm using 20 to 50mm size trap metal aggregate and 9mm graded screenings for base course & murrum as binding material including spreading, packing, consolidating, rolling to required chamber and gradient, watering etc. All labour & materials etc. complete	7.00	Cubic Metre		
6.	Providing Ready Mix Concrete of grade M25(1:1:2) using 20 mm graded black trap stone metal out of quarried boulders as coarse aggregate including mixing, depositing, consolidating, leveling, curing etc. All labour and material, tools & plant etc. complete.	71.00	Cubic Metre		
7.	Providing and fixing steel shuttering for the concrete panels sides of any size and shape including cleaning, oiling, closing gaps removing shuttering after concreting, provision of necessary props, bracings and other supports etc. All labour and materials, tools and plant etc. complete.	30.00	Square Metre		
8.	Providing 15mm thick thermocol for expansion joints including providing top "V" notch of 5cm including filling the top notch with a mixture of sand and bitumen. All tools plant labour and material etc. complete.	55.00	Square Metre		

9.	Transporting and dumping dismantled material in the low lying areas, within a lead of 5kms including loading, unloading, transporting, rough leveling etc. At places as directed by the Chief Engineer or his representative. All labour and material etc. complete.	97.00	Cubic Metre		
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TOTAL amount in figures = Rs. \_\_\_\_\_

Total amount in

Words (Rupees \_\_\_\_\_  
 \_\_\_\_\_ only)

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

Name and Address of the Tenderer

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF TENDERER

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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**MORMUGAO PORT TRUST**  
**ENGINEERING CIVIL DEPARTMENT**

**Name of work: “Repairs to damaged concrete panels of berth no. 10.”**

**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.



Annexure  
Form of Performance guarantee / Bank guarantee bond.  
[Reference para 21.1(1)(V)]

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 Board 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 in the said agreement.

1. We.....(hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank)  
Pay to the Board an amount not exceeding Rs.....(Rupees.....only) on demand by the Board.
2. We .....do hereby undertake to pay the amounts due and payable(indicate the name of the Bank)under this Guarantee without any demur, merely on a demand from the Board stating 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 Board 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 this bond shall be a valid discharge of our liability for payment there under, and the Contractor(s) shall have no claim against us for making such payment.
4. We..... further agree that the Guarantee herein contained shall(indicate the name of the Bank) remain in full 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 Board 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 Board, it certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.



5. We..... further agree with the Board that the Board (indicate the name of the Bank) 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 said contractor(s) from time to time or to postpone for any time or from time to time any of the powers excisable by the Board against the said contractor(s),and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall 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 Board or any indulgence by the Board 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 this Guarantee except with (indicate the name of the Bank) the previous consent of the Board in writing.
  8. This Guarantee shall be valid up to .....unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....), 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 .....

(indicate the name of the Bank)

1. **VENDOR REGISTRATION FORM**  
 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 : \_\_\_\_\_