



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS
Tender No; CE/81/2016

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

SIGNATURE OF AXEN (Accounts)

- B. 1. **Name of work: "External painting of Old AO building at Harbour."**
2. Cost of each set of Tender Documents : Rs. **1,000/-**
3. Date and Issue of Tender Documents : From: 03/10/2016
To 06/10/2016 upto 15:00 hrs.
4. Date of receipt of tender and time : 07/10/2016 at 15.00 hrs.
5. Amount of E.M.D. : **Rs. 10,000/-**
6. Date of opening of tender and time : On 07/10/2016 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 : Item rate
9. Whether tender received in duplicate : Yes/No
10. Whether rates have been quoted in both the tenders in words and figures. : Yes/No.
11. Total No. of Tenders received for the work :

AXEN (Accounts)

EXECUTIVE ENGINEER/(HR)



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/81/2016
Tender Notice NO; CE/N-84/2016

Name of Work: External painting of Old AO building at Harbour.

GENERAL INDEX

1. Tender Notice
2. Appendix – I
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3. Additional Instructions to Tenderers
4. Additional General Conditions of Contract
5. Organization chart
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7. Directions to tenderers for filling in the Schedule of quantities & rates.
8. Schedule of quantities & rates
9. Form of Bank Guarantee for Security Deposit.
10. Declaration
11. 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/81/2016
TENDER NOTICE NO. CE/N- 84/2016

Name of Work: External painting of Old AO building at Harbour.

Sealed percentage rate tenders in single Cover System are invited from the short listed Contractors ,registered with Engineering Civil Department (M.P.T.).

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/81/2016 Class 'C' & above.	External painting of Old AO building at Harbour. Rs.4,73,152/-	Rs. 1000 /-	03/10/2016 to 06/10/2016 upto 3.00pm
			Rs. 10,000 /-	07/10/2016 at 3.30 p.m

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. 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 14.30 hrs. on the opening of the tender.
- 3) Tender documents will not be issued only to the short listed contractors.

- 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) Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa-403 804.

CHIEF ENGINEER

Date :



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/81/2016

Name of Work : : External painting of Old AO building at Harbour.

1. TENDER NOTICE

1. Sealed percentage rate tenders in single Cover System are invited from the contractors unregistered/ registered with Engineering Civil Department in appropriate class in (M.P.T.) for the work of : **External painting of Old AO building at Harbour**. The approximate cost of the work is **Rs.4.73,152/-**
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 favor 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. 10,000/- (Rupees ten 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 along with 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 lodgement 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 completion of the maintenance 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. Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of tenders.
 8. The entire work under this contract is required to be completed within **1 (One) months** from the date of receipt of pre-acceptance letter/ work order or release of site whichever is later.
 9. 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.
 10. 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 Superintending Engineer / HR, Tel Nos: 2594608.
 11. The tenderers must not quote counter conditions involving extra expenditure. The tenderers should refrain from sending revised or amended offers after the closing date of the tender. The Chief Engineer reserves the right to reject such offers without assigning any reasons thereof.
 12. The original tenders to be submitted should be enclosed in as sealed cover and super scribed : **External painting of Old AO building at Harbour.** and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, Goa-Pin: 403804.
 13. The tenders complete in all respects should be placed in the Tender Box (marked **"Tender No: CE/81/2016"**) kept inside the cabin of Assistant Engineer(Accounts), 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.

14. The Tenderer's should specifically note that their OFFERS SHOULD REACH THIS OFFICE ON OR BEFORE THE DUE DATE AND TIME. OFFERS RECEIVED LATE WILL NOT BE CONSIDERED. TENDERS SENT BY POST WILL BE REJECTED.
15. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
16. Unsigned tenders will not be considered.
17. 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.
18. 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.
19. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
20. 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

APPENDIX – I

Tender no. CE/ 81 /2016

Name of Work: External painting of Old AO building at Harbour.

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

S.N.	Particulars	Clause of G. C.	Details
1.	Amount of Initial Security Deposit and time	11(1)	Five percent of the contract price and period 12months plus 5 months for claims period for B.G.
2.	Period for commencement from the Chief Engineer's orders to commence.	38	3days.
3.	Time of Completion	40	1 (one) month.
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.	45(1)	12 months
6.	Percentage of retention from each running account bill	54(1)	10%. Also please refer 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.
9.	Minimum amount of interim Certificate.	54(1)	2.5lacks
10.	Time within which payment to be made after contractor's submission of the bill.	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.	Mobilization 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 Addl. General Conditions of Contract	applicable to this contract

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/81/2016

Name of Work: External painting of Old AO building at Harbour.

FORM OF TENDER

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

I/We _____, do
External painting of Old AO building at Harbour. "in strict accordance with the
Instructions to Tenderers, General Conditions of Contract, Specifications etc. at
the Percentage 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 **1 (One) 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 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.10,000/- (Rupees ten 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.**



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE /81 /2016

Name of Work: External painting of Old AO building at Harbour.
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 only percentage above or below in figures as well as in words.
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 of the maintenance 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, before the expiry of the period of maintenance, 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 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. Cost of testing of materials 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/ 81/2016

Name of Work: External painting of Old AO building at Harbour.
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. The rates quoted by the tendered shall hold good for period of contract.
03. The proposed work broadly comprises as detailed in scope of work.
04. 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, Income Tax etc. and all other incidental charges that the tenderer may have to bear for the execution of the works. Service Tax will be paid extra as applicable.

05. The monthly labour payment shall be made in the presence of the J.E. In charge failing which no bills will be processed and advance intimation in writing shall be given to the officer In charge of the work regarding place and date of labour payments.
06. The following record shall be maintained:
 - 1) Muster Roll.
 - 2) Register of wages.
 - 3) Wage slip to all the labourers.
 - 4) Material Register (stating total received, daily consumption & balance.
 - 5) Complaint registers.
 - 6) Site instruction book.

07. 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.
08. The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.
09. The contractor shall mention the cell nos. of the contractor and their authorized supervisors below for immediate communication:
1. _____
2. _____
- 09(a) The contractor shall mention the E-mail ID of the contractor and their authorized supervisors below for immediate communication:
1. _____
2. _____
- 10(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.
- (ii) The materials for cleaning, 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.
- 10(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.

- 11(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).
- 11(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.
12. 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.
13. 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.
14. 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.
15. 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.

16. **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.

17. **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.

18. **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, safety belts 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.

19. **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.

20. 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.

21. 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.

22. 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.

23. 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.
24. 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.
25. **SUPPLY OF MATERIALS:** No material shall be supplied by the MPT. Contractor shall make his own arrangements to procure all the materials whatsoever required for the execution of the works covered under this tender.
26. All the works should be executed during the day time. 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 including proper lighting arrangements on site.
27. **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. Payment will be made only for the satisfactory work done.
28. The Tenderers are required to fill the Schedule of Quantities and Rates as stated in Directions to Tenderers for filling in the Schedule of Quantities and Rates.
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.
29. **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.
30. **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 bill for 1.5 lakhs 100% bill will be paid within 20 working days.
- (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 Executive Engineer/Assistant Engineer and after the final corrected quantities to be billed are given.

31. 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 currency of this contract. The contractor, shall accord all facilities to various agencies /contractors such as place for storing their material place for site office. etc. in consultation with the Site Engineer and carry out his activities in close co-ordination with all agencies.

32. 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

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

Designation of Key Personnel	Name and short resume of experience.
------------------------------	--------------------------------------

LABOUR FORCE

Estimated peak force _____

Estimated average force _____

SIGNATURE OF TENDERER

Date :- -----



TENDER NO: CE/ 81 /2016

Name of Work: External painting of Old AO building at Harbour.
SCOPE OF WORK

- 1) Painting external wall surfaces, fins, parapets, chajjas etc. with exterior quality acrylic paint.

CHIEF ENGINEER



SCHEDULE- C

TENDER NO: CE/81 /2016

Name of Work: External painting of Old AO building at Harbour.

ESTATE RENTAL CHARGES

Sr. No.	Description	Rate	Remarks
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.	Payment shall be made to CDC Section, Finance Dept. based on the recovery advice.

Note: Location of suitable area subject to the availability shall be decided by the Chief Engineer.

SIGNATURE OF THE CONTRACTOR

CHIEF ENGINEER



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/81/2016

Name of work: **External painting of Old AO building at Harbour.**

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

1. Tenderers are required to fill in their percentage rate at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered. Only one percentage rate on all Rates of Schedule of Quantities & Rates shall be named.
2. The Percentage Rate inserted shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity.
3. Quantity of item of work mentioned in the Schedule should be noted and the percentage rate worked out carefully, having regard to the specifications before submitting the tender, as no variation in rates, etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted. The percentage rate, above or below the Schedule/ Estimated rate, indicated at the end of the Schedule of Quantities & Rates, will apply to each item, of the tender and any excess in the item that may be directed to be executed by the Chief Engineer. **Tenderers should ascertain the approximate quantity given in item description before quoting the subject work. No claims will be entertained for increase in painting area.**
4. Tenderers are requested to note that though the contract is for percentage rate, they are required to add or deduct the amount due to this percentage, as the case may be and work out the final figures (amount of their tenders), at the end of the Schedule of Quantities & Rates.
5. The Percentage Rate should be legibly written in figures as well as in words, in the space provided for. Erasures or corrections in figures or in words, without 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: **External painting of Old AO building at Harbour.**
TENDER NO. CE/81/2016

SCHEDULE OF QUANTITIES AND RATES

Item No.	Description of work	Approx. quantity	Unit of quantity in words	RATE Inclusive of ST & GT		Amount Inclusive of ST & GT (A)	
				Rs.	Ps.	Rs.	Ps.
1	Painting external wall surfaces, fins, pardis, chajja top and bottom etc. with Apex exterior quality paint in two coats over a antifungal coat including filling craks with approved crak filler etc. including necessary scaffolding, using required safety gears like safety belts etc. All tools plants, labour and materials etc. Complete. These quantities are for external painting of Old AO building excluding back side of the building. (Approximate quantity is 2816.38m2) Tenderers should ascertain the approximate quantity given in the description before quoting the subject work. No claim will be entertained for increase in painting area.)	1	LS	473152.00		473152.00	

TOTAL AMOUNT OF TENDER INCLUSIVE OF S.T & G.T

= "A" = RS. 4,73,152.00

Total amount in words (Rupees Four lakhs seventy three thousand one hundred fifty two only).

1. ADD _____% (IN FIGURES)

In words _____

Over the above amount at "A" i.e Rs. _____

- OR -

2. DEDUCT _____% (IN FIGURES)

In words _____

From the above amount at "A" i.e. Rs. _____

3. Total Quoted Tender Amount inclusive of Sales & General Taxes in words-

Rupees _____
_____ only.

NOTES:

1. Tenderers should score either " ADD " or " DEDUCT" as the case may be .
2. Tenderers are advised in their own interest to inspect the site before tendering.
3. The quantities given above in the schedule of Quantities and Rates are approximate and are furnished for the guidance of the tenderers.

Witness's: _____

Signature: _____

Name : _____

Address: _____

Tel&Mobile No: _____

Date : _____

Tenderers: _____

Signature: _____

Name: _____

Address: _____

Tel& Mobile No: _____

Date: _____



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 _____ for _____ (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)
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. Notwithstanding anything stated above, our liability under the guarantee is restricted to Rs. _____ (Rupees _____ only). The guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

6. The Board is authorized to enforce claim against the guarantee at the local branch of the Bank in Goa in case such 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.