



An ISO 9001 : 2008 Port  
ISPS CODE Compliant

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**  
**Tender No:- CE/82/2016**  
**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 authorizing issue of the tender Documents. :
4. Date of issue of Tender Documents. :

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**SIGNATURE OF ASST.EXECUTIVE ENGINEER (ACCTS.)**

- B.1. Name of work : Maintenance and upkeep of garden in MRH -  
7B,MRH -7C and Officers club for a period of one year 2016-  
2017
2. Cost of each set of Tender Documents : Rs.1000/-
3. Date and Issue of Tender Documents : From : 03/10/2016  
To 13 /10/2016
- 
4. Date of receipt of tender and time : upto 14/10/2016  
at  
15.00 Hrs.
5. Amount of E.M.D. : Rs. 2500/-
6. Date of opening of tender and time : On 14/10/2016  
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 : Percentage 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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ASST. EXECUTIVE ENGINEER (ACCTS.)

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SUPDT. ENGINEER (HL)



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

**Tender No:- CE/82/2016**

**Name of Work:** Maintenance and upkeep of garden in MRH -7B,MRH -7C and Officers club for a period of one year 2016-2017

**GENERAL INDEX**

1. Tender Notice
2. Form of Tender.
3. Appendix – I.
4. Additional Special Instructions.
5. Scope of work
6. Directions to tenderer for filling the schedule of quantities & rates.
7. Schedule of quantities and rates.
8. Form of Bank Guarantee for Security Deposit.

**NOTE:**

1. Tenders are liable to be rejected if the unit rates are not written both in words and figures in the schedule of quantities and rates.
2. Tenders should be sealed in addition to being closed by using gum. Tenders received without being so closed and sealed will not be opened, but will be rejected outright.
3. EMD shall be paid in the form described in the tender and shall be enclosed along with the tender.

**CHIEF ENGINEER**



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

**Tender No:- CE/82/2016  
Tender Notice No.:- CE/N-85/2016**

Sealed percentage rate tenders in single cover system are invited from the contractors registered with the Engineering (Civil) Department of Mormugao Port Trust for the works mentioned below:-

| Sr. No. | Class of registered contractor eligible to tender.   | Cost of tender document (non refundable) | Estimated cost of work put to tender | Sale of tender documents From/To     |
|---------|--|--|--------------------------------------|--------------------------------------|
|         | Name of the work   | Earnest Money Deposit                    | Period of completion                 | Date of opening of tender            |
| 1.      | Class `E` and above.   | Rs. 1000/-                               | Rs.1,22,232.00                       | 03/10/2016<br>To<br>13/10/2016       |
| 2.      | Maintenance and upkeep of garden in MRH- 7B,MRH-7C and Officer club for a period of One year 2016-2017 | Rs. 2500/-                               | 24 months                            | On<br>14/10/2016<br>at 15.30<br>hrs. |

1. The tender set consisting of the Tender Notice, Additional Instructions to Tenderers, Special Conditions of Contract, scope of work, 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 had on payment of Rs. 1000/- (Non-refundable), if desired.
2. The interested firms may alternatively download the Tender Documents from the Mormugao Port Trust web site <http://www.mptgoa.com> However, a separate sealed envelope super scribed 'Tender Cost' containing a Demand Draft/ Banker's Cheque drawn in the name of "FA & CAO of the Port of Mormugao" towards the cost of tender document may be placed in the envelope

containing the sealed offer along with the downloaded Tender Document, failing which the offer of the firm will be left out of consideration. The downloading of the Tender Documents shall be carried out strictly as provided on website. No editing, addition/deletion of matter shall be permitted. If such action is observed at any stage, such offer is liable for outright rejection.

A printed set (Vol-I) issued to the contractors contains instructions to tenderers, 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.

The proposed work comprises of :- **'Maintenance and upkeep of garden in MRH -7B,MRH -7C and Officers club for a period of one year 2016-2017.'**

- a) The work is to be carried out as described in Scope.
- b) Schedule of Quantities & Rates attached herewith to this tender and as directed at site.

4. The Earnest Money Deposit (**E.M.D.**) payable in respect of the tender is **Rs. 2,500/-** (Rupees Two thousand five hundred only), and E.M.D should be lodged in the form of Bankers Cheque or Demand Draft or Pay Order drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at Vasco-Da-Gama, Goa is required to be enclosed along with the Tender. In any case, E.M.D. in the form of Cash/ Cheque will not be accepted.

- a. The E.M.D should be put in a sealed envelope and marked as "EMD" and should be submitted along with the tender in a sealed envelope. The Sealed envelope containing the tender document enclosing the EMD 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 and same is liable for rejection.
- b. Bids if not accompanied with requisite EMD as indicated at 4 above and in the manner described above shall be treated as invalid and shall not be opened.
- c. E.M.D. of the Tenderers excepting first three lowest tenders will be refunded to Bidders therefore tenders are requested to contact the Assistant Executive Engineer (Accounts), Chief Engineer's Office. Main Administrative Office, Mormugao Port Trust for claiming such refund along with copy of original receipt issued by this office.

- d. Contractors may submit the following information in order to refund the EMD's/ Bank Guarantee/ Security Deposit/ Retention Money, payments of bills etc.
  - a. Name of Bank.
  - b. Place.
  - c. Account No.
  - d. Type of Account
  - e. PAN
  - f. EPF No.
  - g. ESI No.
  - h. Service tax Registration No.
  
- e. EMD of the other tenderer i.e. any two among the first three lowest Tenderer will be refunded to them only after acceptance of work order by successful tenderer. E.M.D. of successful bidder will be retained towards Initial Security Deposit.
  
- 5. Security Deposit: 10% of the work done or value of contract, whichever is more.
  - a) Amount to the extent of 5% of the value of contract to be paid in Demand Draft 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 Retention money 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 are 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 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 contract period of the garden maintenance work plus 3 months.
- ii) The Retention Money of 5% of the contract Price will be released after successful contract period of the work and after issue of Completion Certificate by the Chief Engineer.
- iii) In case the Tenderer desire to quote premium of cost of work put to tender more than 15%, the Tenderer will have to give the rate analysis for any or all the item of work along with the tender.
- iv) If the successful tenderer fails to deposit the Security Deposit within the notified period,(however security Deposit to be deposit prior to commence the work) it will be presumed, that the contractor is not interested in the contract and the offer of contract shall be cancelled and the EMD of the contractor will be forfeited.

6. Submitted Tenders for the subject work will remain open for acceptance for a period of 180 days from the date of opening of tenders.
7. The subject contract period is for **twelve months** including monsoon from the date of receipt of pre-acceptance letter/work order or release of site whichever is later.
8. Tenders with counter conditions are likely to be rejected summarily without assigning any reasons therefore.
9. Time is the essence of contract Liquidated Damages for delay in completion of work shall be recovered at the rate of 0.5% of the Contract Price per week or part thereof delay subject to a maximum ceiling of 5% of the contract price. The contract is liable to be terminated if there is a delay of more than 25% of contracted period of completion.
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. Please note that the area is to be properly maintained and inspection can be arranged in consultation with the Superintendent Engineer-HL, Tel No: 2594605 or Asst. Engineer (AC) Tel No: 2594622.
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 **'Maintenance and upkeep of garden in MRH -7B,MRH -7C and Officers club for a period of one year 2016-2017.'** and should be addressed 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 kept inside the cabin of Asst. Executive Engineer (Accounts) , Chief Engineer's office at Main A.O. Building, 2<sup>nd</sup> floor, Mormugao Port Trust upto 15.00 hrs. on due date and opened at 15.30 hrs. on the same date in the presence of such tenderers who may wish to be present.
14. The Tenderers 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. Income Tax etc. as applicable from time shall be deducted from the amount Payable to the Contractor at source. Under no circumstances taxes so ducted shall be reimbursed to the contractor.
18. Service Tax Registration for the bidder is mandatory. Bidder has to enclose the attested copy of the Service Tax Registration certificate along with the tender. Service Tax has to be claimed extra as applicable while submitting the bills.
19. The Contractor should comply with the provision of the Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
20. The Tenderers should strictly note that they should not be allowed to fill in the tender or seal the tender in Mormugao Port Trust premises.
21. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
22. The quoted rates shall include components of Provident Fund; statutory charges, ESI contribution, (declared from time to time by Central/State Governments) to labour etc. but exclude applicable Service Tax. The contractor shall submit the proof of contribution towards Provident Fund; statutory charges, ESI contribution, etc. along with bills periodically.
23. Tenderer should have registered with ESIC, EPF, Service tax and proof of these not enclosed along with the tender their offer liable for rejection and shall not be considered for evaluation

**CHIEF ENGINEER**



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

**Tender No:- CE/82/2016**

**Name of Work: Maintenance and upkeep of garden in MRH - 7B,MRH -7C and Officers club for a period of one year 2016-2017.'**

**FORM OF TENDER**

The Chief Engineer,  
Mormugao Port Trust.

I/We \_\_\_\_\_ do hereby offer to execute the work comprised in the annexed Tender Notice **“Maintenance and upkeep of garden in MRH -7B,MRH -7C and Officers club for a period of one year 2016-2017”**. 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 comply with the specification of the work included in the Schedule of Quantities and Rates for the contract period of **twelve months** from the date of release of work order. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of Mormugao and for the maximum period of 180 days from the date of opening. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/We agree that the liquidated damages at the rate of (0.5%) of the contract price per week or part thereof delay in work subject to a maximum ceiling at 5% of the contract price represents a fair estimate of the loss likely to result from the delay.



3. I/We send herewith a sum of **Rs.2,500/-** (Rupees Two thousand five Hundred only), as earnest money deposit of my/our willingness to enter into the contract if my/our tender is accepted.

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

5. I/We also, agree if awarded the contract that the earnest money lodged with this tender will be retained by the Board of Trustees towards part of the Initial Security Deposit and to make further deposit by Bankers cheque/demand draft in the favour of FA&CAO,MPT, Headland Sada payable at Vasco- Da- Gama, Goa/by way of a Bank Guarantee, within (07) 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 do hereby agree that the amount of EMD shall be forfeited and the contract will be cancelled in the event of the tender is accepted and I/ we fail to submit security deposit /execute the contract within the stipulated period or when called upon to do so without any

previous notice and I/ we shall have no claim whatsoever against such cancellation .

8. 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.

9. 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.

10. 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.

11. I/We request that early payment of 100% of the amount of interim bills be made from time to time in advance of such bills being audited.

12. \*(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:

|    | <b><u>Name</u></b> | <b><u>Age</u></b> |
|----|--------------------|-------------------|
| 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 is a Company with liability and a copy of our Memorandum and Articles of Association will be sent for perusal upon acceptance of our offer. Proposed contract is intended to be signed by a duly constituted Attorney and original power of Attorney in his favor will be submitted for perusal immediately on acceptance of the tender. The contract will be completed under the Company's Common Seal.

13. The Bank's Guarantee referred to in Para No.5 above will be from  
\*\* \_\_\_\_\_

14. I/We am/are registered for the purpose of Goa Sales Tax Act and my/our registration Certificate No. is \_\_\_\_\_ and sales tax registration No. is-----

15. The name and address of our Banker is \*\* \_\_\_\_\_

16. I/we understand that the Board is not bound to accept the lowest or any tender you may receive and may reject the same (the lowest) or any other tender without assigning any reason therefore.

17. I/we have read and understood the General Conditions and Specification of the work which are printed in Volume -I' as well as special condition, scope and specification of the work supplied to me by the Department which will form a part of tender and this shall remain binding on me “.

18. I /we will deploy experienced and physically fit supervisor and minimum workers at site along with necessary tools and plants required for the effective maintenance and upkeep of the garden.

19. I/we declare that I/we have successfully carried out similar works in the past.

20. I /we declare that I /we will be responsible and liable for payment statutory minimum wages and other legal dues to the garden workers employed by me/us for the purpose of rendering the services required under this tender and also will provide information in time to time as required in respect of labourers employed by me/us to monitor compliance of minimum wages, EPF,ESI etc. as per latest Govt. Circular and in prescribed formats.

21. I/We agree to submit security Deposit prior to commencement of work.

NAME AND ADDRESS OF TENDERER:-

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

SIGNATURE OF TENDERER

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

Date: \_\_\_\_\_ Day of \_\_\_\_\_ 2016

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

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

**N.B.: \* Strike out whichever is not applicable.  
\*\* Here the Name of the Bank should be stated.**



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

**APPENDIX - I**

**Tender No:- CE/82/2016**

**Name of Work: Maintenance and upkeep of garden in MRH - 7B, MRH -7C and Officers club for a period of one year 2016-2017.**

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

| <u>Particulars</u>  | <u>Clause of G.C.</u>   |
|---|---|
| 1. Amount of initial security and time  | 11(1) Five percent of the contract price and period 18 months.  |
| 2. Period for commencement from the Chief Engineer's orders to commence.            | 38 7 days from the date of receipt of purchase order or as specified in Purchase Order.   |
| 3. Contract Period  | 40 Twelve months (including monsoon)  |
| 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) Not applicable  |
| 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) 10% value of the contract.  |
| 9. Minimum amount of interim certificate.   | 54(1) Rs.40,000/-   |
| 10. Time within which payment to be made after contractor's submission of the bill. | 54(1) 100% within 20 days from the date of bill submitted based on the joint measurements.  |
| 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 : 13,14,15 &16 of instructions to tenderer | Not 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 )

ADDRESS : \_\_\_\_\_

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

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

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

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

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



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

**Tender No:- CE/82/2016**

**Name of Work: 'Maintenance and upkeep of garden in MRH - 7B,MRH -7C and Officers' club for a period of one year 2016-2017.'**

**ADDITIONAL SPECIAL INSTRUCTIONS**

- 1) Additional Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings, site order book and any other documents forming part of this CONTRACT wherever the context so requires.
- 2) Proper and satisfactory maintenance and up-keep of garden and landscaped area including all lawns, plants, trees etc. within the specified premises is the essence of the contract and no let down will be permitted. Failure to fulfil this condition of satisfactory maintenance will attract non-payment /reduced payment of price quoted on proportionate basis and this may even lead to termination of the contract. The decision the Chief Engineer is final and binding.
  - 2a) Water required for the regular watering and maintenance of the garden will be supplied by the Port to the EXTENT POSSIBLE free of cost. The contractor must make judicious use of water. All arrangements including the hose pipes, sprinklers, storage tanks etc. as may be required shall have to be arranged by the contractor at hi' cost. Watering shall be done daily in the early hours in the morning before 9.00hrs. and in the evening after 16.00hrs.
  - 2b) Water is supplied to the garden to limited time as per days schedule programmed, contractor shall make arrangement to provide storage facilities at his cost to store water for days requirements as and when released.
- 3). The contractor shall have to arrange all tools and plant and other stock items viz Bamboo, Hessian clothes, pick-axe, gamela, spade etc. required for the proper development and maintenance of garden features. Repair cost of tools and plant items shall be borne by the contractor and nothing shall be paid extra on this account.
- 4) The period from beginning of June to end of September is considered as rainy days for purpose of maintenance of the plantation against the item of bill of quantities. However, advantage shall not be

taken in case of delay in the onset of monsoons and early receding of rain and watering shall be done sufficiently in the event of delay in the onset of monsoon or early receding of monsoon.

5) Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the minimum monsoon also. The CONTRACTOR must plan and execute the works. No extra rate will be considered for such work in monsoon. During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the work site free from water, weeds and unwanted growth of plants at his own cost.

7) Weeding out in the existing garden to be completed initially within a period of one month & thereafter regular weeding out has to be maintained.

8) Immediately after the contract is executed/the work order is issued the Engineer-In-charge and the Contractor shall agree upon detail garden maintenance progress schedule month by month basis prepared as per the maintenance schedule specified by the Department.

9) Any damage to the Port property caused during the maintenance operation shall be made good or compensated by the contractor.

10) Security Deposit will be refunded one month after satisfactory contract period and after issue of completion certificate by the Chief Engineer.

11) The tenderer shall inspect the site and fully study the nature of work involved vis-à-vis the quantity and specifications, before tendering for the work. Any clarification in this regard will be given, if required, prior to submission of tender.

12) The work shall be carried out without disturbing the operation of Port or other agencies working in the department.

13) The application of fertilizer, manure, pesticides etc. shall be done as per horticulture maintenance schedule or as directed.

14) 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, (In the period booklet) in volume – I of the tender documents 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.



15). Photo identification card certified by the contractor to be provided to the workers deployed indicating their EPF Nos., ESI Nos. etc. and colour copy of it is to be attached to list being submitted to AEN/AC office.

16). Labourer shall report from 8.00hrs to 12.00hrs and 14.00hrs to 18.00hrs. except on specified holidays and Sundays and take up the gardening work. The contractor shall also ensure that all the workers are effectively work and coordinated in the day to day work. The contractor shall deploy his representative/ supervisor to act as an interface between him and the officer-in-charge on behalf of MPT, for effective dispensation of the services envisaged under the contract and shall be available at the site as per requirement along with the site order book.

17) The muster roll for the labourer attending for work shall be maintained at site indicating the name of workers. Contractor shall direct all his labour to either to sign or put thumb impression or mark "P" on muster roll everyday). Daily submission of attendance record/ muster Roll of staff on garden maintenance\_\_work duly counter signed by JE to AEN( AC) is must for this contract and failure to do so will be treated as labour not engaged /absent on work.

18). The contractor should deploy the minimum number of persons per day as specified and in case of absence of any staff he should ensure that requisite number of staff is always on duty. Similarly the contractor will have to make proper arrangements incase of their weekly off. No extra payment will be made on this account. However, mere deployment of the specified labour shall not relive the contractor of his contractual obligations.

19). In case the contractor deploys less number of manpower than what is specified in the contract, recovery shall be made @ 1.5 times the prescribed minimum wages for such workers in force at the time of award of work from monthly bill.

20) The labourer posted by the Contractor should be able to take instructions from the concerned departmental staff to work at any other locations shown in the MPT areas as required.

21) The instruction given by the officer in charge shall have to be carried out promptly. In case of any difference of opinion or interpretation on the specification and conditions, the matter to be referred to the Chief Engineer concerned, for the decision, which shall be final and binding.

22) 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. 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 throughout the contract period.

23). Bidders may submit the following information in order to refund the EMD's/Retention Money/BG's/Security Deposits, payment of bill, etc.

- a) Name of the Bank and Branch.
- b) Account No.
- c) Type of A/c. No.
- d) PAN No.
- e) EPF, ESI Number

24). Contractor should comply with all regulations of Provident Fund, ESI, labour etc. The proof of payment of minimum wages etc. to the worker shall be submitted along with bills periodically as per latest Govt. Guidelines.

25) The Contractor shall maintain and update all records of labour employed for this work and produce the same to the Controlling Officer regularly and any other Competent Authority as and when required. The following minimum records shall be maintained and kept in a custody of AEN (AC) prior to commencement of the work:

- (1) Muster roll in Form XVI.
- (2) Register of Wages in Form XVII.
- (3) Register of Overtime in Form XXIII
- (4) Register of Fines in Form XXI
- ( 5) Register of deduction for damage or loss in Form XX
- ( 6) Register of Advances in Form XXII
- (7) Register of Workman Employed by the Contractor in Form XIII
- (8) Material Register (stating total receive, daily consumption and balance.
- (9) Site Instruction Book.
- (10) Joint record/measurement register.
- (11) Any other records to be maintained under various acts as applicable.

26) Joint measurement will be taken on every month 1<sup>st</sup> working day along with contractor/Authorized representative for the earlier month work executed by the contractor. If the contractor/Authorized representative not reported on the joint measurement day (1<sup>st</sup> working

day of the month) the measurement will be taken & recorded by the departmental representatives and payment will be made accordingly and no claim shall be entertained on this.

27) Payment shall be made as per minimum amount of Interim certificate specified on satisfactory compliance of all tender conditions stipulated and performance of the job satisfactorily on submission of bill by the contractor. The contractor shall raise bill in the 1<sup>st</sup> week of succeeding month for release of payment after fulfilling all necessary formalities. Proportionate amount will be deducted if the contractor fails to comply with any responsibilities under the contract. Such amount shall be decided by the chief Engineer & shall be binding on the contract.

28) If the maintenance is not carried out satisfactorily for the gardens or if the labourers are not following the instructions, proportionate deduction in the rate will be effected in the bill for non-maintenance of garden, remedial action including reduction of payment on pro-rata basis shall taken from contractors running account bills and if continued the same the Contract shall be liable for termination.

29) Seasonal plants are to be planted in consultation with the Chief Engineer or his Representative.

30) The contractor must take all necessary precautions for carrying out the above operations. In the event of any injury/accident to any person (s) the responsibility and liability will be entirely on the contractor.

31) Time is the essence of this contract. In case the contractor fails in fulfilling the obligations fully and in time, the Chief Engineer shall have the absolute right to take up the work at the contractors risk and recover any such expenses from the amount due to the contractor including security deposits.

32) Only following five holidays is considered for this contract;

- (i) Republic Day
- (ii) May Day
- (iii) Ganesh Festival (1 day)
- (iv) Independence Day
- (v) Christmas day

Hence contractor has to arrange the workers to continue to work in other Public holidays without any additional amount etc.

33) The additional special instructions given above shall prevail over those stipulated elsewhere in the tender documents forming part of the contract. The volume containing instructions to tenderers, General

Conditions, Special conditions and General Specifications and instruction forms an integral part of the tender document and the same shall be submitted along with the Volume-I of the tender documents all duly signed by the tenderer.

34) For non supply of extra labour as per the contract by the contractor, the labour will be hired by the department from third party at risk and cost of contractor.

35) Labour supplied against item No. 3 of Bill of quantities, contractor should keep the records of supplied labour day today and obtained the counter signature from the department representative, failing which those quantity will not be considered for payment and no separate claim on this shall be entertained

**SUPDTG. ENGINEER (HL)**



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

**TENDER NO: CE/82/2016**

**Name of work: 'Maintenance and upkeep of garden in MRH - 7B,MRH -7C and Officers club for a period of one year 2016-2017.'**

**SCOPE OF WORK**

1) Maintenance of the garden comprising of lawns, all type of trees, shrubs, creepers, flowerbeds, hedges, ground covers, potted plants etc. by carrying out the following regular horticulture maintenance activities like Regular watering, weeding and lawn mowing, putting fertilizer/ manure supplied by the department, cleaning, preparation of flower beds, Replacement of perennial plants, shrubs, trees, ground covers, potted plants, replacing spoil patches of lawns, hedges with fresh available grass plant and shrubs as directed or supplied free of cost by the department , top dressing of lawn with good earth and manure etc. ready for planting of new lawns, running and trimming of trees, shrubs, creepers, including light garden sweeping, daily removing of fallen dry leaves/ trees in the sweeping and cleaning of roads, water fountains, pathway inside and outside boundary wall at south eastside including collection and disposal of swept materials, fallen leaves, branches of trees, cut grass in a eco-friendly manner as directed by the officer in charge beyond a lead of 500 meters. All labour , material , tools and plants etc complete.

Note – 2 days in a week to work in all three Gardens i.e. MRH7B, 7C & officers club/ triangular garden.

**SUPDTG.ENGINEER (HL)**



An ISO 9001 : 2008 Port  
ISPS CODE Compliant

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

**TENDER NO. CE/82/2016**

**Name of Work: 'Maintenance and upkeep of garden in MRH - 7B,MRH -7C and Officers club for a period of one year 2016-2017.'**

**DIRECTIONS TO TENDERER FOR FILLING  
THE SCHEDULE OF QUANTITIES & RATES.**

1. Tenderer is required to fill in their percentage rate at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered. Only one percentage rate on all Rates of Schedule of Quantities & Rates shall be named.
2. The Percentage Rate inserted shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity.
3. Quantity of each item of work mentioned in the Schedule should be noted and the 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.
4. Tenderer 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 initials, will render the tender liable for rejection.

**SUPDT.ENGINEER (HL)**



An ISO 9001 : 2008 Port  
ISPS CODE Compliant

**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT  
TENDER NO: CE/82/2016**

**Name of work : 'Maintenance and upkeep of garden in MRH - 7B,MRH -7C and Officers club for a period of one year 2016-2017.'**

**SCHEDULE OF QUANTITIES AND RATES**

| Sr. No | Description of work   | Approx Qty. | Unit of Qty. in words | Rate in Fig/ words | Amount Rs. Ps. |
|--------|---|-------------|-----------------------|--------------------|----------------|
| 1.     | 2.  | 3.          | 4.                    | 5.                 | 6.             |
| 1.     | 1) Maintenance of the garden comprising of lawns, all type of trees, shrubs, creepers, flowerbeds, hedges, ground covers, potted plants etc. by carrying out the following regular horticulture maintenance activities like Regular watering, weeding and lawn mowing, putting fertilizer/ manure, cleaning, preparation of flower beds, Replacement of perennial plants, shrubs, trees, ground covers, potted plants, replacing spoil patches of lawns, hedges with fresh available grass plant and shrubs as directed or supplied free of cost by the department , top dressing of lawn with good earth and manure etc. ready for planting of new lawns, running and trimming of trees, shrubs, creepers, including light garden sweeping, daily removing of fallen dry leaves/ trees in the sweeping and cleaning of roads, water fountains, pathway inside and outside boundary wall at south eastside including collection and disposal of swept materials, fallen leaves, branches of trees, cut grass in a eco-friendly manner as directed | 12          | MONTHS                | 10186.00           | 122132.00      |

|  |  |  |  |  |
|--|--|--|--|--|
| <p>by the officer in charge beyond a lead of 500 meters. All labour , material , plants, tools such as pick-axe, spades, sickles, ghamellas etc complete.</p> <p><b>Note:</b> i)Minimum number of garden staff to be engaged per day is :<br/> 1)Mali cum Mazdoor :-1No.<br/> (ii) soil and manure required for plants shall be supplied by the department.</p> <p><b>Approx. areas</b> to be maintained -<br/> i)MRH 7B - 2900m2<br/> ii)MRH7C - 1650M2<br/> iii)Area outside 7B&amp; 7C including road - 2800m2<br/> iv)MRH 6 - 3700M2</p> <p><b>The frequency of deploying labour in a week will be on alternate days for MRH7B, MRH 7C and MRH 6 respectively.</b></p> |  |  |  |  |
|--|--|--|--|--|

**Total Amount : Rs. 1,22,232.00**

**TOTAL AMOUNT OF TENDER INCLUSIVE OF ALL TAXES: (GT&ST)  
BUT EXECLUDING SERVICE TAX = Rs. 1,22,232.00**

ADD \_\_\_\_\_ % ( IN FIGURES)

IN WORDS \_\_\_\_\_

OVER THE ABOVE TOTAL AMOUNT i.e. Rs. \_\_\_\_\_

OR

DEDUCT \_\_\_\_\_ % ( IN FIGURES)

IN WORDS \_\_\_\_\_

FROM THE ABOVE TOTAL AMOUNT i.e. Rs. \_\_\_\_\_

TOTAL QUOTED TENDER AMOUNT INCLUSIVE OF ALL TAXES BUT  
EXCLUDING SERVICE TAX IN FIGURES-----IN  
WORDS \_\_\_\_\_

NAME AND ADDRESS OF TENDERER :-



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

SIGNATURE OF TENDERER

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

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

NOTE: TENDERER SHOULD SCORE OUT EITHER “ADD” OR  
“DEDUCT” AS THE CASE MAY BE

**Form of Performance guarantee / Bank guarantee bond.**

In consideration of the Board of Trustees of Mormugao Port Trust (hereinafter called "The Board") having offered to accept the terms and conditions of the proposed agreement between 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) .....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)

\*\*\*\*\*

**VENDOR REGISTRATION FORM**

1. Name of the Organization :
2. Address (In Detail) :
3. Telephone Number :
4. E-Mail Id :
5. Permanent Account Number (PAN) :
6. Bank Name :
7. Bank Branch Address ( In Detail) :
8. Bank Branch Code :
9. Bank Account Number :
10. Bank Account Type :
11. Magnetic Ink Character Recognizer (MICR) :
12. Tax Identification Number (TIN) :
13. Service Tax Registration Number :
14. Service Tax Registration Code :
15. CST Registration Number :
16. Employee Provident Fund (EPF) Registration Number :
17. Employee State Insurance Scheme (ESIS) Registration Number :
18. IFSC Code :