



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

**FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS
TENDER No. CE/90/2016**

- 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 authorising issue of the tender Documents. :
4. Date of issue of Tender Documents. :

SIGNATURE OF ASST. ENGINEER (ACCTS)

B.1. Name of work: **Annual rate contract for replacing damaged waste water pipes
and works pertaining to sewer line for Port area Headland and Vasco(2016-17).**

2. Cost of each set of Tender Documents : Rs. 2000/-
3. Date and Issue of Tender Documents : From : 26/10/2016
To : 15/11/2016
4. Date of receipt of tender and time : 16/11/2016 UPTO 3.00 pm
5. Amount of E.M.D. : **Rs. 17,700/-**
6. Date of opening of tender and time : On 16/11/2016 at 3.30 p.m.
- 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:

ASST. ENGINEER (ACCTS)

EXECUTIVE ENGINEER (HL)



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/90/2016

Annual rate contract for replacing damaged waste water pipes and works pertaining to sewer line for Port area Headland and Vasco (2016-17).

COVER NO. 1 (TECHNICAL BID)

1. Tender Notice
2. Form of Tender.
3. Appendix – I.
4. Additional Instructions to Tenderers.
5. Additional General Conditions of Contract.
6. Scope of work
7. Brand names of the materials to be used for the works
8. Form of bank guarantee for security deposit
9. Vendor Registration Form

MORMUGAO PORT TRUST,
ENGINEERING CIVIL DEPARTMENT,
MAIN ADMINISTRATIVE OFFICE BLDG,
HEADLAND, SADA, GOA.



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/90/2016

Annual rate contract for replacing damaged waste water pipes and works pertaining to sewer line for Port area Headland and Vasco (2016-17).

TENDER NOTICE NO. CE/N -93/2016

Sealed tenders in two cover system are invited on Percentage Rate Basis from the contractors Unregistered and Registered with MPT/ PWD/ CPWD/ Railways/ Central/State Govt., GSIDC, etc. fulfilling the eligibility criteria stipulated as under.

Tender No.	Name of work	Cost of tender document (non refundable)	Estimated cost of work put to tender	Sale of tender documents From/To
	Class of contractor eligible to tender	Earnest money deposit	Period of contract	Date of opening of tender
CE/90/2016	Annual rate contract for replacing damaged waste water pipes and works pertaining to sewer line for Port area Headland and Vasco (2016-17).	2,000/-	1177857.50	26/10/2016 To 15/11/2016 Upto 3.00 p.m.
	Fulfilling MEC stipulated in the tender.	17,700/-	One year	16/11 /2016 at 3.30 p.m.

1. Eligibility Criteria.

(A) Financial Criteria

The average annual turnover during the last three years ending 31st March 2016 of the tenderer should be at least Rs.3.54 lakhs.

Note: The above information shall be submitted along with documentary proof ie. Income tax Returns (profit & loss a/c), Audited statement of Accounts duly authenticated by Chartered Accountant.

(B) Technical Criteria

The firm shall have successfully completed the “similar works” during the last seven years ending 31st March 2016 either of the following

- i) Three similar works each costing not less than Rs. 4,71,200/- or
- ii) Two similar works each costing not less than Rs. 5,89,000/- or
- iii) One similar works costing not less than Rs. 9,42,300/-

Similar works means sanitary works to buildings(ie. Maintenance repairs to sewer lines , removal of choke ups in the sewer line, providing new sewer line etc.).

Note :The Tenderer shall submit following specific document for fulfilling the eligibility criteria along with documentary proof for
Copy of work orders and performance/completion certificate for the works carried out on similar works stating clearly the year of execution of work .

1. 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. 2,000/- which sum will not be refunded. if desired Additional set can be had on payment of Rs.2,000/- (Non-refundable),.
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 submitted in

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

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

3. Tender documents will not be sent by Post or Courier Service.
4. The proposed work mainly comprises of :
Maintenance and replacement of sewer line in the Port areas as and when the requirement is given by issuing specific work orders and site notes during the period of rate contract of one year.

The work is to be carried out as described in Schedule of Quantities & Rates attached herewith to this tender and as directed.
5. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is 17700/- (Rupees Seventeen thousand Seven 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 and same 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.**, cover No. 1 & cover No. 2 shall be put in each separate sealed envelope and all the three envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as EMD, Cover No. 1 (Technical bid) & Cover No. 2 (Price bid), as the case may be. The outer and inside envelope shall bear the identifications like (i) Tender No. (ii) Name of work (iii) Bidders name & 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 indicate at 5 above and in the manner described at 4(a) 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 Contractors. Contractors are requested to contact the Asst. Executive Engineer (accts), 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. ESIC No
 - h. Service Tax Registration

No fresh correspondence in this regard will be made.

- e. EMD of the other tenders i.e. any two among the first three lowest Tenders will be refunded to them only after acceptance of work order by successful tenderer. E.M.D. of successful contractor will be retained towards Initial Security Deposit, and shall be paid if contractors opt to submit the ISD in the form of BG of the Schedule Bank for full amount mentioned below.
6. **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 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 are recovered. However, the contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank Guarantee (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 free maintenance period **plus 6 months**.
- ii) The Retention Money of 5% of the Contract Price will be released after successful completion of the work and issue of Completion Certificate Chief Engineer.

- **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 on demand.**
7. Conditional tenders are liable for rejection
 8. Tenders submitted will remain open for acceptance for a period of **180 days** from the date of opening of tenders.
 9. Contract period for the subject work is **12 (Twelve) months** from the date of receipt of pre-acceptance letter/work order or release of site whichever is later.
 10. Counter conditions stipulated in completion period by Contractor will not be considered. Tenders with counter condition are likely to be rejected summarily without assigning any reason thereof.
 11. Time is the essence of the contract for achieving the desired quality of operations and Maintenance of Plant . Failure of any activity effecting performance of plant shall attract penalty as mentioned in clause 62 of Additional General Conditions of Contact.
 12. The tenderers are strongly advised to inspect the site of work and acquaint themselves with site conditions, nature and quantum of work involved etc. before tendering. Such an inspection can be arranged in consultation with the Assistant Engineer/HL-I, Tel. No. 2594653.
 13. 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.
 14. The original tenders to be submitted should be enclosed in as sealed cover and superscribed "**Annual rate contract for replacing damaged waste water pipes and works pertaining to sewer line for Port area Headland and Vasco.(2016-17)**" and should be addressed the Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust Headland. Sada, Goa-Pin: 403804.
 15. The tenders complete in all respect should be placed in the tender box kept outside the cabin of AEN(Accounts) CE's Dept. upto **3.00 P.M. on Due date** and opened at 3.30 P.M. on the same date of opening in the presence of such of the Tenderers who may wish to be present.
 16. The tenderers should specifically note that their offers, whether sent by post or by hand delivery, must reach the office on or before the due date

and time. Offers received late will not be considered even though posted in the Post Office before due date.

17. The Chief Engineer and Board of Trustees reserve the right to reject any or all the tenders received without assigning any reasons thereof.
18. Unsigned tenders will not be considered.
19. 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.
20. The Contractor should comply with the provision of the Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996. and EPF & ESI relevant Act.
21. The Tenderers should strictly note that they should be not allowed to fill in the tender or seal the tender in Mormugao Port Trust premises.
22. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
23. Service tax registration is mandatory service tax applicable shall be paid extra with running bills.

CHIEF ENGINEER



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/ 90 /2016

Annual rate contract for replacing damaged waste water pipes and works pertaining to sewer line for Port area Headland and Vasco.(2016-17)

FORM OF TENDER

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

I/We _____ do hereby offer to execute the work comprised in the annexed Tender Notice **“Annual rate contract for replacing damaged waste water pipes and works pertaining to sewer line for Port area Headland and Vasco (2016-17).”** in strict accordance with the instructions to Tenderers, General conditions of Contract, Specifications etc. and Addendum to Specifications, Special Conditions of Contract etc. at the percentage rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake the work included in the Schedule of Quantities and Rates with the Contract period of 12 months from the date of receipt 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. 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 Penalty mentioned in AGCC clause no 62 of the contract is a fair estimate of the loss likely to result from the default in carrying out the operation & maintenance of plant.

3. I/We send herewith a sum of Rs.17700/- (Rupees Seventeen thousand Seven hundred only) as a deposit or earnest money as proof 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 Trustees towards part of the Security Deposit and to make further deposit by Demand draft/G.P. Notes/Securities of Public Bodies /by way of a Bank Guarantee, within specified period 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 before commencement of work.

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 tax under the act will be, if payable, be paid before furnishing my/our returns under the act.

9. I/We hereby agree for deduction of 5% of gross value of work certified in each bill from the amount payable to me/us towards Works Contract Tax(WCST) and VAT/Education Cess or any other taxes applicable except service Tax.

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. *(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 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 favour 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 _____

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 have read and understood the General Conditions and Specification of the work which are printed in Volume -I supplied to me by the Department which will form a part of tender and this shall remain binding on me".

18. I /we have enclosed herewith the following documents as required under instructions to Tenderers:-

- a) Organization Chart.
- b) List of similar works carried out by me/us.
- c) List and description of main plant and equipments proposed to be used on this 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

TENDER NO.CE/90/2016

Annual rate contract for replacing damaged waste water pipes and works pertaining to sewer line for Port area Headland and Vasco (2016-17).

APPENDIX - I

The following Clauses shall be read in conjunction with respective clauses of General Conditions of Contract.

Clause No. and Description	CONDITIONS OF CONTRACT
11(1) Amount of initial security and: time	Five percent of the contract price and period 30 months
38 Period for commencement from the Chief Engineer's orders to commence.	within 15 days from receipt of Work Order/as per work order or date of handing over the site.
40 Contract period :	12 months.
43 Amount of liquidated damages.:	0.5% of contract value per week or part there-of limiting to maximum of 5% of the contract value of each specific work order.
54(1) Percentage of retention from each running account bill :	10%. Also please refer Cl. No. 5 of additional instructions to tenders
54(1) Limit of Retention Money	5% value of the contract.
11(1) Total initial Security Deposit and Retention Money.	10% value of the contract.
54(1) Minimum amount of interim	Cost of each specific work order as

	Certificate.	specified in each specific work orders
45(1)	Free maintenance period	Not applicable
54(4)	Time within which payment to be made after contractor's submission of the bill.	Undisputed bills will be paid within 20 days from date of submission of the bill
69	Mobilisation Advance.	Not applicable to this contract.
69	Interest rate on mobilization advance	Not applicable to this contract.
69	Mode of recovery of mobilisation advance	Not applicable to this contract
70	Variation in price of labour and materials	: Not applicable to this contract
66	Arbitration clause of General conditions	: Not applicable to this contract.
GCC clause No. 13, 14, 15, 16	Minimum amount of third party insurance.	: : Not applicable to this contract

Dated this _____ day of _____ 2016

Signature _____ in the capacity of _____

_____ duly authorised to sign tender for and on

behalf of _____.

(IN BLOCK LETTERS)

ADDRESS: _____

Witness: _____

Occupation: _____



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/ 90 /2016

Annual rate contract for replacing damaged waste water pipes and works pertaining to sewer line for Port area Headland and Vasco (2016-17).

ADDITIONAL INSTRUCTIONS TO TENDERERS

The instructions to be 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.

Sealed tenders are invited on Percentage rate basis for work described in the Tender Notice referred to herein before. In the percentage rate quoted by the Tenderers shall be inclusive of Sales Tax, VAT, General Tax, Octroi, Excise Duty, Income Tax, workers safety devices etc. and all other incidental charges that the tenderer may have to bear for the execution on the works but excluding Service Tax,. Service tax shall be paid as per applicable rates along with the all bills for payment.

1. 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 at clause no.3 hereinafter to be furnished by the tenderer.

2. Tenderers 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.

3. SECURITY DEPOSIT

The Security Deposit shall be 10% of the work done or value of contract, whichever is more. 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 or 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 (E.M.D), 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 two months.

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 stage (s) of the work.

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

The Bank Guarantee to be furnished against above should be from any of the Nationalised/Scheduled Bank having a branch in Vasco – Da-Gama and the Guarantee shall 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 future period as may be allowed by the Chief Engineer in writing, the Earnest Money (E.M.D.) 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 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 3(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 3(a) above will be refunded 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 adjusting other amounts due if any for breach of the Conditions of Contract.

Note: The amount of liquidated damage 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).

4 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 reasons will be assigned for the rejection of any tender.

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

6 Premium of various insurance policies required to be taken out by the contractor as per the provisions of the contract will not be reimbursed to the contractor.

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

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

9 Further particulars can be obtained on application to the office of the Chief Engineer, Mormugao Port Trust A.O. Building, Headland, Sada, during the office hours.

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/90 /2016

Annual rate contract for replacing damaged waste water pipes and works pertaining to sewer line for Port area Headland and Vasco (2016-17).

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

- 1) The tender is on percentage rate basis. The quantities mentioned in the Scheduled of Quantities and Rates are only approximate and the Trustees are liable to pay for only such quantities of work as are actually executed.

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

- 3) (a) With out limiting his obligation and responsibilities under Clause 21 of G.C.C. (Vol. I) The contractor shall insure at his cost, in the joint names of the Board and the Contractor against all loss or damage from whatever cause arising (other than the /Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Board and contractor are covered during the period of operation of the works for any loss or damage occasioned by the contractor in the course of any operation 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, machinery / plants and equipment and other things brought on to the site by the contractor to the full value of such materials, machinery plant and other things.

- 4) Such insurance shall be effected with an insurer and if terms approved by the Board and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer's representatives the policy or policies of insurance and the receipts for the payment of the current premium 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 construction of any work constructed with material or workmanship not in accordance with the requirement of the contract.
- 5) (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 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).
- 5) (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 representatives the policy or policies of insurance and the receipts for the payment of the current premium.
- 6) 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 representatives such policy of insurance and the receipt for payment of the current premium. 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 representatives when required such policy of insurance and the receipt for payment of the current premium.
- 7) 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 premium 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.

8) SUPPLY OF WATER:

The contractor shall as far as practice having regard to the conditions, provide on the site to the satisfaction of the Chief Engineer's Representatives, adequate supply of drinking water and other water for the use of Contractor's Staff and Workmen etc.

9) EPIDEMICS

In the event of any outbreak illness of an epidemic nature, then 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.

10) 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 on the neighbourhood of the works against the same.

11) SAFETY DEVICES ETC:

In partial modification of Clause No. 31 of the General Conditions of Contract, the contractor shall at his own expenses provide necessary safety devices such as safety footwear and gloves, helmets, safety belts, proper lights in night time in the premises etc for all working labour/employees etc. to the satisfaction of the Chief Engineer or his Assistants.

12) 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 Representatives. The contractor shall also report such accidents to the concerned constituted authorities.

13) The tender is on Percentage Rate Basis and 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.

- 14) 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.
- 15) 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 for the contract or a period of one year, whichever is less.
- 16) Subject to the availability, land for construction of temporary sheds/stores/labour hutments, etc. will be given to the contractor in Port areas on the lease basis as mentioned in Schedule 'C'. 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.
- 17) No temporary structures / sheds, which are constructed to house the contractor's office/store/labour hutment's, shall be permitted to be retained after the Contract period.
- 18) 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 submits the final bill based on joint measurements.
- 19) All the debris/kutchra etc. (Except the items to be handed over to the Department as mentioned in the Schedule of Quantities and Rates) arising out of this work shall become the property of the contractors and they shall make necessary arrangements to dispose it off at no extra cost to Port Trust. The debris / kutchra etc. shall not be dumped in Port Trust estate. If any of Port Trust debris / kutchra etc. is found dumped in MPT estate, a fine of Rs. 5000/- per lorry load will be recovered from the contractor.
- 20) In case of excess under any item, the contractor should bring it to the notice of the concerned Chief Engineer well in time to enable him obtain necessary sanction.
- 21) Further to the provisions in the General Conditions of Contract, upon the Chief Engineer certifying that in this opinion, the contractor, after receiving from the Chief Engineer, a written notice,
 1. Has suspended progress on any portion or items of the works for seven days, or
 2. Has failed to make proper progress on any portion or items of the works for seven days, or

3. Has failed to complete any portion or items of the works by the time specified by the Chief Engineer or
4. Has failed to remove from the site for seven days, material which have been condemned and rejected, or
5. Has failed to pull down within seven days and rebuild within the time stipulated by the Chief Engineer works which have-been condemned and rejected, or
6. Has failed to give to the Chief Engineer or his representatives proper facilities for inspecting the works or any part thereof for three days, or
7. Has failed to carry out proper tests for three days on any work or materials, then the Trustees, without restricting, prejudice to their rights under Clause Nos. 57.1 of the General Conditions of Contract and expelling the contractors from the site of works, without determining the contract and while permitting the contractor to carry out or employ another agency to carry out at the risk and cost of the contractor.
 - a) The execution of such portions or items of the works which the contractor has suspended or failed to make proper progress or failed to complete within the specified time, and / or
 - b) Removal of condemned and rejected material from the site, and / or
 - c) pulling down and rebuilding of condemned and rejected works, and /or
 - d) the provision of proper facilities to the Chief Engineer or his representative for inspecting the works, and / or
 - e) testing of any work or materials.

In such cases, additional expenditure incurred, if any by the Trustees over and above that which would have been incurred by them had above works been carried out by the contractors under the terms of this contract shall be paid by the contractor to the Mormugao Port Trust. The Trustees reserves their right to recover their additional expenditure from the moneys payable to the contractor or from deposits or such amounts that may have been lodged by the contractor with the Mormugao Port Trust for due performance of the contract under these presents. The Trustees further reserve their right to recover such additional expenditure from the moneys payable to the contractor for any other contract or transactions of any nature whatsoever existing between the Trustees and the contractors

- 22) All the material to be used for the work shall be as far as possible, in accordance with the relevant specifications. However, the final approval of the material shall be at the sole discretion of the Chief Engineer of his representative depending upon the availability of the material in the market.
- 23) All the materials to be used in the structure shall be conforming to relevant ISI specifications or as specified in the Tender Schedule. Contractor shall undertake laboratory test as specified in the relevant

I.S.I. Codes at the discretion of Chief Engineer and only approved materials/approved brand of materials shall be used.

24) VALUATION OF EXTRA ITEMS OF WORKS & VALUATION OF ADDITIONS AND ALTERATIONS TO THE TENDER ITEMS

(A) VALUATION OF EXTRA ITEMS OF WORKS

The rates of extra items of work not contained in the Schedule of Quantities and Rates, shall be fixed only on the following basis:

- (a) from similar items, if such items exists in the tender, or
- (b) from any comparable item, if such items exists in the tender.

If (a) and (b) are not available then,

- (c) from MPT's SOR / Rate Analysis and using current costs of labour and materials and with allowance of 10% on direct costs towards the contractor's profit and over head.

If (a), (b) and (c) are not available then,

- (d) from actual direct cost of labour and materials consumed and with allowance of 10% towards contractor's profit and overhead. (In such cases, rates of labour and materials and hired charge of hired plant shall be supported by vouchers).

Rates of labour and material and hired charges for plant owned by the contractor shall be fixed by the Chief Engineer.

(B) VALUATION OF ADDITIONS AND ALTERATIONS TO THE TENDER ITEMS:

In the event of any modification in the work being effected in the items of work covered in the Schedule of Quantities and Rates with the prior approval of the Chief Engineer in such cases, only such modified items of work shall be revalued on the basis of MPT Rate Analysis pertaining to that item of work. If the modification is effected by the contractor without prior approval of the Chief Engineer, then the Chief Engineer will be at liberty to reject the same. However, in the event of Chief Engineer's acceptance on such work, the same will be revalued on foregoing basis but the rate arrived at will be reduced by 10%.

25) MODE OF PAYMENT:

The procedure for preparation and settlement of contractor's bills will be as per measurements. The accepted operation and maintenance charges towards one years contract period shall be payable on monthly 100% of the bill submitted in original plus four copies (enclosed with ESI, EPF, MR, Wage register etc), on joint record (Undisputed bills) will be paid within 20 working days through SAP from the date of submission of bill by the Contractor, except final bill.

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

26) FACILITIES FOR WORKERS 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, 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.

- 27) The contractor shall have EPF and ESIC Registration No. of the firm and shall contribute towards Employees Provident Fund (EPF) and submit the copy of the same along with the details in the prescribed format while submitting bills.
- 28) The work shall be carried out without disturbing the operation of Port or other agencies working in the area.
- 29) Tenderers are advised to inspect and ascertain themselves the nature and the extent of work involved and also obtain all clarifications they may require before filing in the tender.
- 30) Tenderers are required to sign date the Schedule of quantities and Rates and the form of tender and fill in all the particulars and details called for therein. Unsigned tenders, without the details called for are liable for rejection.
- 31) Rates and prices to be inclusive.

The rates entered in the Schedule of Quantities by the contractor shall include the provision of all supporting special equipment/safety equipments, labour of required skill, supervision, materials, erection, overheads and profits, watch and ward, insurance charges, during execution and every incidental and contingent costs and charges,

- whatsoever, including income tax, sales tax on works contracts, but excluding service tax if any etc. for compliance with conditions of contract and specification.
32. The Tenderer will be deemed to have ascertained themselves to the extent and nature of the works involved, the various constraints and high degree of skill involved in the works.
 33. The Contractor's field staff shall be fully experienced in the operation and maintenance of similar designated works,
 34. It shall be specifically noted that the contractor is expected to mobilize the required equipment and experienced work force required to execute and complete the entire work included in the contract well within the stipulated period,.
 35. As a statutory requirement, the contractor shall take all measures of safety against fire hazard and electrocution and other hazards of operation of sewage treatment plant for the workers deployed at the plant and provide the necessary safety gears to safeguard from any accident.
 36. The tender shall be without conditions or variations. If any conditions are to be stipulated by the tenderer the same should be written, put in a separate sealed cover and submitted super scribing the name of work and name of tenderer. If any conditions stipulated by the tender are found in single cover containing tender documents (Volume I & II) the same will not be considered and treated as withdrawn by the tenderer.
 37. The tenderer shall inspect the site and fully study the work-involved vis-à-vis the quantity and specification etc. before tendering for the work.
 38. Any damage to the property of port should be made good or compensated by the contractor and take care and maintain the structures connected to the plants such as pump rooms, rest rooms, site lab room, pipe lines, civil, electrical fitting/fixtures etc properly in time, free of cost as directed.
 39. After completion of the day's work/contract period the contractor shall clean and clear the work site to the satisfaction of the Chief Engineer or his site representative accordingly submit the necessary report .
 40. The contractor has to execute an agreement with the Port as per tender. The stamp paper and other expenditure incurred by us for preparation of the agreement will be recovered from contractor's bill.

41. Before commencing the work on site, contractor has to take requisite permission from the Labour Enforcement Officer, Labour Commissioner, municipality, other local agencies/ authorities etc. and also required to furnish monthly returns about the number of employees employed for the operations ./ maintenance.

42. The special instructions given above shall prevail over those stipulated elsewhere in the tender documents forming part of the contractor. The printed set containing the instructions of Tenderers, the General Conditions, Special Conditions and Specifications forms an integral part of the tender document and the same shall be duly signed by the tenderer at the time of agreement.

43. ESTATE RENTAL CHARGES : Licence fee on Port land for Maintenance office buildings and other structure, the rate will be charged as per scale of rates prevailing during period of contract. Payment shall be made to CDC Sectinn, Finance Dept based on the recovery advice.

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO.CE/ 90 /2016

Annual rate contract for replacing damaged waste water pipes and works pertaining to sewer line for Port area Headland and Vasco(2016-17).

SCOPE OF WORK

SCOPE OF WORK:

1. Removing old damaged existing rain water pipes, sewer waste water pipes etc. complete.
2. Supplying /providing rain water pipes, sewer waste water pipes etc complete.
3. Construction of inspection chambers etc. Complete.
4. C C block masonry & Plastering in cement mortar
5. Supplying /Providing W.C. pans with accessories etc complete.
6. Supplying /fixing precast RCC slabs
7. Removal of chock-up from inspection chambers & sewer lines.
8. Supply of mason and mazdoors as and when asked to supply.
9. Supply one sanitary health worker along with the helper daily for removal of chokes in the sewer line etc.
10. Desludging of septic tank, replacing boulders of soak pits.
11. Replacing clamps of existing PVC down take pipe



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 the Board _____ and _____ for _____ (hereinafter called 'The said Agreement') of Security Deposits for the due fulfilment by 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 amount 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 caused to or suffered by the Board by reason of any breach by the said contractor(s) 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 all 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 said contractor(s) from time to time or to postpone for any time of from time to time any of the powers exercisable 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 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 or 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.

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 thereunder.

6. The Board authorised to enforce claim against the guarantee at the local branch of the Bank in Goa in case such an eventually of encashment arises.

7. We, _____ Bank lastly undertake to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____ 2016.



An ISO 9001 : 2008 Port
ISPS CODE Compliant

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 : _____



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

FORM OF AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ two thousand twelve BETWEEN the Board of Trustees for the Port of Mormugao, a body corporate under the Major Port Trusts Act. 1963 (herein after referred to as " the Board" which expression shall unless repugnant to the context or meaning thereof mean and include their successors and assigns) of the _____ ONE _____ PART _____ OF M/s. _____

_____, having their registered office at _____ (hereinafter referred to as " the contractor", which expression shall unless repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators, representatives and assignees or successors in office) of the OTHER PART.

WHEREAS the Board is desirous of executing the work of " _____ " on the terms and conditions stipulated in the contractor's tender dated _____ and read with the conditions contained in the tender documents attached to the above mentioned tender.

AND WHEREAS the contractor by their above mentioned tender has offered to execute, complete and maintain such work, which tender has been accepted by the Board and such tender with correspondence, specifications, schedule, Amendments and acceptance thereof will constitute abiding contract between the Board and the contractor.

AND WHEREAS the contractor has furnished to the Board, a Bank Guarantee No. _____ dated _____ for a sum _____ of Rs. _____ Rupees _____ only) as initial security for the due performance and observance by the contractor of the terms and conditions of this Agreement.

NOW IT IS HEREBY WITNESSETH AND AGREED AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to .

2. The following documents shall be deemed to form and be read and construed as part of this agreement.
 - a) Tender Notice.
 - b) The Tender Form.
 - c) Instructions to Tenderers.
 - d) The General conditions Additional General Conditions and special conditions of contract.
 - e) The General Instructions, if any.
 - f) The Special instructions, if any.
 - g) The Schedule of quantities and rates.
 - h) Vol I
 - i) The contract drawings.
 - j) Copies of the correspondence between the Chief Engineer and the contractor.
 - k) All additional drawing, specification and written instructions when issued by or approved in writing by the Chief Engineer as per clause No.9 of the General conditions.

3. The contractor hereby covenants with the Board to construct, complete and maintain the work in conformity in all respects with the provisions of the contract.

4. The Board hereby covenants to pay to the contractor the contract price in consideration of the completion and maintenance of the work "

 " at the time and in the manner prescribed by the contract.

5. IN WITNESS WHEREOF THE PARTIES HERETO HAVE placed their hand and seals, on the day, month, year first above written.

THE COMMON SEAL OF THE TRUSTEES OF THE PORT OF MORMUGAO HAS HEREUNTO AFFIEXED AND THE CHAIRMAN THEREOF HAS HEREUNTO SET HIS HAND IN THE PRESENCE OF

CHIEF ENGINEER

1.

2.
SIGNED AND SEALED BY THE CONTRACTOR
IN THE PRESENCE OF

1.
2