



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

FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

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

SIGNATURE OF ASST. ENGG (ACCOUNTS)

B.1. **Name of work** : “Rate contract for replacing damaged sewer waste
Water pipes and works pertaining to sewer line for Port Residential Colony at
Headland. (AMC-for one year period.)”

2. Cost of each set of Tender Documents : . ₹ 2000/-
3. Date and Issue of Tender Documents : From 08.10.2012
To 25.10.2012
4. Date of receipt of tender and time : 25.10.2012 at 15.00hrs
5. Amount of E.M.D. : . ₹ 19,200/-
6. Date of opening of tender and time : On 26.10.2012 at 15.30 hrs.
- 7 a) Whether E.M.D. received : Yes/No.
b) if so, in which shape : D.D./Cash Receipt
8. Form of contract : Percentage rate
9. Whether tender received in duplicate : Yes/No
10. Whether rates have been quoted in both : Yes/No.
the tenders in words and figures.
11. Total No. of Tenders received for the work:

ASST. ENGG. (ACCOUNTS)

EXECUTIVE ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/ 90/2012.

. **Name of work:** “Rate contract for replacing damaged sewer waste water pipes and works pertaining to sewer line for Port Residential Colony at Headland(AMC- for one year period).”

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1. Tender Notice.
2. Form of Tender.
3. Appendix – I.
4. Additional Instructions to Tenderers.
5. Additional General Conditions of Contract.
6. Form or bank guarantee for security deposit
- 7.. Directions to tenderers for filling in the Schedule of quantities & rates
- 8 Schedule of Quantities & Rates
9. SCHEDULE Brand name manufactures name of materials to be used for the work
10. SCHEDULE C

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

MORMUGAO PORT TRUST
ENGINEERING (CIVIL DEPARTMENT)
TENDER NO. CE/90/2012.

TENDER NOTICE NO. CE/54 /2012

Sealed percentage rate tenders in Single cover system are invited on Percentage Rate Basis from the contractors registered with MPT, PWD/CPWD, Railway, Central/State Govt., GSIDC, etc. and other experienced Contractors having experience in restorative repairs for the following subject tender.

Sr. No.	Name of work	Cost of tender document (non refundable)	Sale of tender documents From/To
	Estimated cost of work put to tender.	Earnest money deposit	Date of opening of tender
1.	Rate contract for replacing damaged sewer waste water pipes and works pertaining to sewer line for Port Residential Colony at Headland(AMC- for one year period.)”	. ₹ 2,000/-	08.10 .2012 To 25.10.2012 Upto15.00 hrs.
	₹.9,55,446/- ‘B2’ Class and above	. ₹19,200/-	26.10.2012 at 15.30 hrs.

- 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 . ₹ 2,000/- (Non-refundable).
- 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 Mormugao Port Trust,” 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 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:-

- i) Providing/Fixing PVC rain water & soil pipe after removal of damaged ones of all sizes .
- ii) Construction of inspection chambers.
- iii) Supplying /fixing RCC slabs /WC pan with accessories.
- iv) Deputing labours for removal of chock ups on daily basis.

The work is to be carried out as described in 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 ₹19,200/- (Rupees Nineteen thousand two 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, Technical and Price bid, shall be put in separate sealed envelope and both envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as EMD, "Technical price cover" as the case may be. The outer envelope shall bear the identifications like (i) Tender No. (ii) Name of work (iii) Bidders name & Address and (iv) Due date & 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 as 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 Contractors. Contractors are requested to contact the

Assistant 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.

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

e. EMD of the other tenderers i.e. the EMD of the other two Tenders will be refunded to them only after acceptance of work order by successful tenderer and only after lodgement of initial Security Deposit (ISD) by the same contractor. E.M.D. of successful contractor 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 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) for like sum (s) at any stage (s) of the work.

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

Note:

i) The Bank Guarantee of 5% of the Contract Price as initial Security Deposit will be valid till the completion of the maintenance period plus 1 months.

ii) The Retention Money of 5% of the contract Price will be released after successful completion of the work and after issue of Completion Certificate by the Chief Engineer.

- 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.
6. Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of tenders.
 7. Counter conditions stipulated in completion period by the contractor will not be considered. Tenders with counter conditions are likely to be rejected summarily without assigning any reasons therefore.
 8. 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.
 9. Tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of work involved etc. before tendering. Such an inspection can be arranged in consultation with the Executive Engineer-(CD), Tel No: 2594607/ Asst. Engineer (CD-II) 2594653.
 10. 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.

The original tenders to be submitted should be enclosed in an sealed cover and superscribed "Rate contract for replacing damaged sewer waste water pipes and works pertaining to sewer line for Port Residential Colony at Headland(AMC- for one year period.)" and should be addressed the Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland. Sada, Goa-Pin: 403804

11. The tenders complete in all respects should be placed in the Tender Box kept inside the cabin of Assistant Engineer (Accounts), Chief Engineer's office at Main A.O. Building, 2nd 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.
12. 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 received by post after the due date and time will be rejected.

13. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
14. Unsigned tenders will not be considered.
15. Sales Tax, Income Tax etc. as applicable from 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.
16. Service tax shall be paid extra as applicable.
17. The Contractor should comply with the provision of the Building and Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
18. Tenderers should strictly note that they should be not allowed to fill in the tender or seal the tender in Mormugao Port Trust premises.
19. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.
20. Service Tax registration for the bidder is mandatory. Bidder has to enclose attested copy of the Service Tax Registration alongwith the tender. Service Tax has to be claimed extra as applicable while submitting the bill/bills.

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/90/2012.

- . **Name of work** :_Rate contract for replacing damaged sewer wastewater pipes and works pertaining to sewer line for Port Residential Colony at Headland (AMC-for one year period.)”

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FORM OF TENDER

The Chief Engineer,

Mormugao Port Trust.

I/We _____ do hereby offer to execute the work comprised in the annexed Tender Notice “Rate contract for replacing damaged sewer waste water pipes and works pertaining to sewer line for Port Residential Colony at Headland(AMC- for one year period.)”

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.

4. I/We undertake to complete the work included in the Schedule of Quantities and Rates within 12(twelve) months from the date of release of site work order. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of 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 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 ₹.19,200/- (Rupees Nineteen thousand two hundred Only) as a deposit or earnest money of my/our willingness to enter into the contract if my/our tender is accepted.

4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the Specifications, Schedule of Quantities 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 28 days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust. The Board of Trustees will also have the option to retain the entire amount for Initial Security Deposit of 5% of the Contract Price in the form of Bank Guarantee.

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

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

8. I/We hereby certify that my/our registration certificate under the Goa Sales Tax on the transfer of property in goods involved in the execution of works Contract Act, 1985 is in force on the date on which the sale of goods

specified in this bill/cash memorandum is made by me/us and the tax under the act will be, if payable, be paid before furnishing my/our returns under the Act.

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

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

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:

Name

Age

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.

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

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

14. The name and address of our Banker is ** _____

15 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

16 "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".

17 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) Bar Chart.
- d) List and description of main plant and equipments proposed to be used on this work.

(Note: a & b are not mandatory for registered Contractors with this department)

NAME AND ADDRESS OF TENDERER:-

SIGNATURE OF TENDERER

Witness: - _____

Date: _____ Day of _____ 2012

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/90/2012.

- . **Name of work :** Rate contract for replacing damaged sewer waste water pipes and works pertaining to sewer line for Port Residential Colony at Headland (AMC-for one year period).”

APPENDIX

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

Sr. No	Particulars	Clause Of G.C.C	Details
1.	Amount of initial security and time	11(1)	Five percent of the contract price and period 25 months.
2.	Period for commencement from the Chief Engineer's orders to commence.	38	7 days
3.	Period of Completion	40	12 (Twelve) months.
4.	Amount of liquidated damages.	43	Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.
5.	Period of maintenance	45(1)	12 months
6.	Percentage of retention from each running account bill	54(1)	10 %. Also please refer Cl.No.5 of additional instructions to tenderers.
7.	Limit of Retention Money	54(1)	5% value of the contract.
8.	Total initial Security Deposit and Retention Money.	11(1) 54(1)	10% value of the contract.
9.	Minimum amount of interim certificate.	54(1)	Specific work order amount

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 : 6,7, & 8 of additional General Conditions of Contract	5 % of the tender amount.

Dated this _____ day of _____ 2012

Signature _____ in the capacity of _____

_____ duly authorized to sign tender for and

on behalf of _____.

(IN BLOCK LETTERS)

ADDRESS : _____

Witness : _____

Occupation : _____



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/90/2012.

. **Name of work:** Rate contract for replacing damaged sewer waste water pipes and works pertaining to sewer line for Port Residential Colony at Headland(AMC- for one year period.”)

ADDITIONAL INSTRUCTIONS TO TENDERERS.

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

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

1. Sealed tender is invited on percentage rate basis for work described in the Tender Notice referred to herein before.
2. **Earnest Money:**
No tender will be considered which is not accompanied by the Earnest Money Deposit (E.M.D.) for the sum stipulated in the tender notice which is lodged on the understanding that in the event of the tenderer withdrawing his tender before the expiry of 180 days from the last date of submission of the tender document. (Whether or not the submitted tender(s). are opened or otherwise at the time of tenderer withdrawing his tender), the tender shall be cancelled and the Earnest Money (E.M.D) deposited by the tenderer forfeited to the trustees and if the tender is accepted the security Deposit (SD) mentioned in para 4 hereinafter will be furnished
3. Tenderers must fill in the space provided for, in the Schedule of Quantities and Rates stating in figures as well as in words at what percentage above or below the rates specified in the Schedule of Quantities and rates, they are willing to undertake the work.

Only one percentage Rate for all items of the Schedule of Quantities shall be quoted, failing which the tender is likely to be rejected.

4. 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.

5. 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 28 days from the date of receipt work order, in the form of Bank Guarantee from any of the Nationalised Bank in the form annexed or Demand Draft/Bankers Cheque/Pay order addressed to FA&CAO, MPT/HL payable at Vasco-Da- Gama, Goa. The Earnest Money (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 three 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 at the time of acceptance of tender.

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

Unless this deposit is lodged and the Guarantee is furnished within 7 (seven) days of the receipt of intimation of the acceptance of the tender or such further period as may be allowed by the Chief Engineer in writing, the Earnest Money (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, before the expiry of the period of maintenance, the Chief Engineer and or Board of Trustees shall upon receipt of a written application, refund to the contractor, the said

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

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

6. The entire work comprised in this contract is required to be completed within the period as described in the 'Tender Notice'/as mentioned in specific work order. No counter conditions as regards to completion period shall be quoted by the tenderers.
7. The Chief Engineer and/ or the Trustees reserve the right to reject any tender without assigning any reasons or to accept any tender as a whole or in part and does not bind himself/ themselves to accept the lowest or any tender, No reasons will be assigned for the rejection of any tender.
8. If the Tenderers have not carried out any work for the Mormugao Port Trust in the past they shall submit along with the tender, a list of similar works carried out by them for Government or Public Bodies with their amount showing against each work indicative of its magnitude and their Bankers reference and their Sales Tax Returns.
9. Tenderers should refrain from sending revised or amended offers after the closing date of the tender.
10. Tenderers are strongly advised to inspect the site so that they are fully aware of the nature of scope of the works to be carried out before tendering for the same.
11. Cost of testing of materials will be borne by the Contractor.
12. Tenderers should note the arrangements described in the tender document for prompt payments of bills.
13. There is one year free maintenance period for subject Contract.
14. Further particulars can be obtained on application to the office of the Chief Engineer, Mormugao Port Trust A.O. Building, Headland, Sada, during the office hours.

15. The work shall be started within the period. Liquidated damages will be levied for the delayed period as indicated in appendix –I.
16. 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. No claim will be entertained regarding variation in the quantity. Any clarification in this regard will be given, if required, prior to submission of tender.
17. Watch and ward of all materials and equipment will be responsibility of the contractor and no claims will be entertained towards loss or damage to the contractor's materials and equipments.
18. Contractor shall provide all necessary tools and plants and protective devices safety measures etc. to the workmen as required.
19. No claim for the increase in rates quoted due to increase in cost of materials and labour during the currency of the contract will be entertained by the department.
20. The rates indicated in the schedule shall hold good for all repairs/replacement/renewal/new works to be carried including in patches and bands and for all building/structures.
21. Storage arrangements for all materials and tools and plants shall be made by the contractors at their own cost.
22. The contractor & his representative should have a easy contact access, by way of having their own mobile phones etc. Also the contractor should report daily to site office to take necessary instruction regarding day to day works.
23. Execution of work within the scheduled time is the essence of this contract.
24. Contractor should be in a position to arrange for materials required for emergency work on the spot without delay.
25. Contractors may submit the following information in order to refund the EMD's /Retention Money/BG's/ Security deposits. Payment of bill etc.:-
 - (i) Name of the Banker with branch.
 - (ii) Type of Account and Account No.
26. Quantities showed in schedule of quantities are approximate which may vary, depending upon the nature of works involved as per site condition. Also the quantities executed by the contractor in each item or more may lead to the total tendered amount.

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/90/2012.

- . **Name of work** : Rate contract for replacing damaged sewer waste water pipes and works pertaining to sewer line for Port Residential Colony at Headland(AMC- for one year period).”

ADDITIONAL GENERAL CONDITIONS OF CONTRACT.

1. The tender is on percentage rate basis. The quantities mentioned in the Schedule 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 percentage rate quoted by the contractor shall be inclusive of Sales Tax, General Tax, Octroi, Excise Duty, Income Tax etc. and all other incidentals that the tenderer may have to bear for the execution of the works. Service tax will be paid extra along with bills after making necessary deductions.
3. The contractor may be asked to supply the following on request and charges mentioned thereon:

(i) Water supply:

Water will be issued by department subject to the availability at the rate of ₹44/- per cu.m.

The contractor shall be allowed to bring water from outside in case of inadequate supply, on the following conditions:

- (a) Contractor will be allowed to bring water from outside at his own cost in all respects, if supply from Mormugao Port Trust mains is inadequate.
- (b) In any event, no excuse for delay in completion of work, or no claim of any sort, whatsoever, will be entertained on account of inadequate/ intermittent short supply of water.

(ii) Electricity:

Electric supply will be given as per SOR subject to availability and supply point will be indicated by the CME's Department, if required, and the contractor shall provide his own cable from the supply point to

the place of work.

4. The Tenderer's supervisory staff shall be fully experienced in the type of work to be carried out under their supervision.
5. The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.

6 (a) With out limiting his obligation and responsibilities under Clause 21 of G.C.C.(Vol.1). 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 term of the contract and in such manner that the Board and contractor are covered during the period of construction of the works and are also covered during the period of Maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of Maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause 45 of G.C.C. (Vol-1)

- (I) The Works are the Temporary works to the full value of such executed from time to time.
- (II) The materials, Constructional Plant and other things brought on to the site by the contract to the full value of such materials, Constructional Plant and other things.

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

7(a) Before commencing the execution of the works, the contractor but without limiting his obligations and responsibilities under clause 22 of G.C.C. (Vol. I) shall insure against any damage, loss or injury which may occur to any property (including that of the Board) or to any person (Including any employee of the Board) by or arising of the execution of the work or Temporary Work 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.1).

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

8. 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 any persons are employed by him on the works and shall when required produce to the Chief Engineer or the Chief

Engineer's representative such policy of insurance and the receipt for payment of the current premia. Provided always that in respect of any persons employed by any sub- contractor, the contractor's obligation to insure as aforesaid shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Board is indemnified under the policy but the contractor shall required such sub-contractor to produce to the Chief Engineer or the Chief Engineer's \ representative when required such policy of insurance and the receipt for payment of the current premia.

9. If the Contractor shall fail to effect and keep in force the insurance referred to in the above mentioned clauses hereof or any other insurance which he may be required to effect under the terms of the contract then and in any such case the Board may effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the Board with interest as stated in Vol.1 as aforesaid from any money due or which may become due to the contractor or recover the same as debt due from the contractor.

10. The successful tenderer will have to submit within fortnight after receipt of the acceptance Letter a phased program of execution of different items of work.

11. SUPPLY OF WATER.

The contractor shall as far as possible provide , at the site adequate supply of drinking water and other water for the use of the contractor's staff and workmen to the satisfaction of the Chief Engineer's Representative,

12. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under Clause No.42 of General Conditions of Contract, Volume-1 Of the tender document will be given to the subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port's supervisory staff.

13. EPIDEMICS

In the event of any outbreak illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and

requirements as may be made by the Government or the Local Medical or Sanitary Authorities for the purpose of dealing and overcoming the same.

14. DISORDERLY CONDUCT ETC: The contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

15. FOOTWARE, GLOVES ETC:

In partial modification of clause No.31 of the General Conditions, the contract, the contractor shall at his own expenses provide footwear and gloves for all labour employees on concrete mixing work and all other types of work involving the use of tar and cement, etc. to the satisfaction of the Chief Engineer or his Assistant.

16. 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 accident to the Chief Engineer or his Representative. The contractor shall also report such accidents to the concerned constituted authorities.

17. 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.

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

19. The contractor and his workers/agent 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.

20. All applications for issuance of Photo Identity Card 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 agent on payment of necessary fees as prescribed from time to time and the same shall be valid for the duration of the contract or a period of one year, whichever is less.

21. Subject to the availability, land for construction of temporary sheds/stores/labour hutments, etc. will be given to the contractor in Port areas. The contractor shall clear away all the temporary structures built within a period of fourteen days after completion of the work and leave the whole of the site clean to the satisfaction of the Chief Engineer.

22. Lease rent shall be charged to the contractors for the area allotted for construction of their temporary sheds for site office/ store /labour hutment's required in the contract works. Licence fees on Port land for maintenance office buildings and other structures as per Schedule-C attached..

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

24. If for any reason the entire site cannot be handed over to the contractors, the Contractor shall immediately commence the work in the portion of the site released. If in the opinion of the Chief Engineer, contractor's work is held up or totally stopped due to non-availability of the remaining site, the Chief Engineer may extend the time for completion of the work by treating non-working period for such days as he shall consider immediately on being informed that the remaining site is available for the work.

25. After completion of day's work/ contract period the contractor shall clean, clear the work site to the satisfaction of the Chief Engineer or his site representative.

26. 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.

27. All the debris/ kutchra etc. 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.5,000/- per lorry load will be recovered from the contractor.

28. In case of excess under any item, the contractor should bring it to the notice of the concerned Chief Engineer well in time for obtaining necessary sanction.

29. Further to the provisions in the General Conditions of Contract, upon the Chief Engineer certifying that in his 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 item 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 representative 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 work 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.

30. SUPPLY OF MATERIALS:

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

31. 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 or his representative depending upon the availability of the material in the market.

32. 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. order at the discretion of Chief Engineer and only approved materials/approved brand of materials shall be used.

33. MODE OF PAYMENT:

The procedure for preparation and settlement of contractor's bills is as under:

- (i) 100% of the bill will be paid within 20 working days from the date of acceptance of bill by the department and bill submitted based on joint measurement.
- (ii) Minimum amount of interim certificate is specific work order amount.
- (iii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealing with the Mormugao Port trust.
- (iv) Retention Money will be recovered through the bills at the rate of 10% of the amount certified in each bill, till an amount equivalent of 5% of the Contract Price is accumulated.

Secured advance against materials brought to site for permanent works will be paid to the contractor as per General Conditions of Vol-I clause No.541(b).

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

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

34. FACILITIES FOR WORKS OF OTHER AGENCIES:

Contractor shall take care 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, lying 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.

35.No Port Trust structure/room is available for storing the materials brought, at site by the contractor. The contractor shall make his, own arrangement to construct a temporary storeroom at his risk and cost, at or near the site of work, as directed by the Site Engineer. However, the same will be used for storing materials only and not for residential purpose and the same will be dismantled and removed from the site, immediately on

36.completion/ termination of work. The final bill of the work will not be settled, unless the site is completed cleaned of all the materials.

37.The contractor should specially note that there should not be any disturbances to the MPT Staff's working in the Department and also take necessary steps to prevent noise, dust pollutions etc. in the Office.

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

39. Contractor who does not have ESI registration shall take the Insurance policy under the Indian workmen's Compensation Act 1923 to be taken to cover the workers employed by them on the subject works, against the risks involved in the execution of work. Original policy to be produced for

40. Scrutiny before commencement of work and original policy will be returned after scrutiny.

41. The Tenderer shall submit an Organization Chart to list Key Personnel employed and their experiences.

42. Wages of the workers

Contractor shall inform the date and venue of the disbursement of workers' wages all the time to the Engineer in-charge for witnessing the payment of wages and also get the certification by the Engineer in-charge. Copy of the certified to be enclosed alongwith the bills unless bill will not processed.

CHIEF ENGINEER

MORMUGAO PORT TRUST

ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/ 90 /2012

NAME OF WORK Rate contract for replacing damaged sewer waste Water pipes and works pertaining to sewer line for Port Residential Colony at Headland. (AMC-for one year period.)”

ESTATE RENTAL CHARGES

Sr. No.	Description	Rate		Remarks
		Rs.	Ps.	
1.	Licence fees on Port land for maintenance office buildings and other structures.	Rate will be charged as per scale of rates prevailing during period of contract.		Payment shall be made to CDC Section, Finance Dept based on the recovery advice.

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

SIGNATURE OF THE CONTRACTOR

CHIEF ENGINEER

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

FORM OR BANK GUARANTEE FOR SECURITY DEPOSIT

1. In consideration of the Board of Trustees of Mormugao Port Trust (Here in after called 'THE BOARD') having agreed to exempt from _____ (Hereinafter called 'The said Contractors') from the Board _____ and _____ for _____ and (Hereinafter called "The Said Agreement") of Security Deposits for the due fulfillment by the said contractor of the term and conditions contained in the said Agreement on production of a Bank guarantee for Rs. _____ (Rupees _____ only). We _____ Bank _____-(hereinafter referred to as 'The Bank') do hereby undertake to pay to the Board an account not exceeding Rs. _____ (Rupees _____ - only) against any loss or damage caused to or suffered or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of the terms and conditions contained in the Said Agreement.
2. We _____ Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be cause to or suffered by the Board by reason of any breach by the said contractors of any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹. _____ (Rupees _____ only).
3. We, _____ Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or within three months from the expiry date i.e. from _____ we shall be discharged from the liability under this guarantee thereafter.
4. We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and
5. without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to far bear of enforce any of the terms

and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said Contractor(s) or for any forbearance act of omission on the part of the board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would put for this provision have effect of so relieving us.

6. Notwithstanding anything stated above, our liability under the guarantee is restricted to Rs. _____ (Rupees _____ only). Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
7. The Board is authorized to enforce claim against the guarantee at the local branch of the Bank in Goa in case such as eventually of encashment arises.
8. We, _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____ 2012.