

# Mumbai Port Authority

# **Civil Engineering Department**

## Tender No.E.48/2024

## Providing peripheral fencing at Hindustan jetty, Jawahar dweep Island, GWMOT

# Second Cover (Price Bid)

# **TENDER DOCUMENT**

Civil Engineering Department 3<sup>rd</sup> floor, 'Port House', Shoorji Vallabhdas Marg, Ballard Estate, Mumbai – 400 001 Telephone: +91-22-6656 4521 FAX: +91-22–2261 6804 website: <u>http://www.mumbaiport.gov.in</u>

Any amendments to this tender including the dates, corrigendum, clarifications, if any etc. shall be posted on the website of Mumbai Port Authority & the e-portal of Govt. of India. (<u>www.mumbaiport.gov.in &</u> <u>www.eprocure.gov.in</u>).The tenderers are required to keep themselves informed of the developments by visiting websites regularly.

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#### Directions to Tenderer for filling in the Schedule of Quantities and Rates

- 1. The percentage rate should be worked out carefully, having regard to Conditions of Contract, specifications, Drawings etc.
- 2. The percentage rate worked out by the Tenderer is to be filled up at the end of the Schedule of Quantities and Rates in the space provided there in. Only one percentage rate on all items of Schedule of Quantities and Rates shall be written.
- 3. The percentage rate quoted by the Tenderer shall hold good for all the items of the tender, without reference to quantity or location of the work or the variation in the estimated quantity.
- 4. Price Bid: The bidder shall submit his offer in BOQ online in the format provided in Price Bid. The items of Bill of Quantities are provided in the PDF format (.pdf file) Bidders are requested to quote the tender percentage in the Excel file (.xls) published along with this tender. Price bid should not be submitted in hard copy format in any case.
- 5. Tenderers are requested to quote the percentage on total value, which will be applicable to each and every item of schedule of quantities and rates.
- 6. The rates indicated in Schedule of Quantities and Rates are **exclusive of GST.**
- 7. Goods and Service Tax **(GST)** as applicable shall be paid to the contractor through the interim bills. However, the taxes like Income Tax etc. will be deducted at source as applicable as per prevailing rules and regulations.

Dy. Chief Engineer GWND/GWMOT

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#### Preamble to Schedule of Quantities and Rates

#### • <u>General Instructions</u>:

- The Schedule of Quantities and Rates must be read with the Drawings (if any), Conditions of Contract and the Specifications and all relevant standards. The Contractor shall be deemed to have examined the Drawings, Conditions of Contract and the Specifications and have acquainted himself with all the details of the work to be done and the way the works are to be carried out.
- The quantities entered in the Schedule of Quantities and Rates are approximate only. No claims on behalf of contractor will be entertained on account of changes in quantities in Schedule of Quantities and Rates.
- <u>Rate and Prices to be inclusive</u>:
- The rates and prices set out against the items are all-inclusive rates of the finished work as described in the Schedule of Quantities and Rates. It shall cover the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever **excluding GST** as applicable as per govt. notification for proper execution, completion and maintenance of the works.
- The MbPA will deduct from contractor's bills, the Income Tax etc. at source as applicable as per prevailing rules and regulations.
- The detailed description of work and materials given in the specifications may not necessarily be repeated in the bill of quantities.
- The Contractor shall be deemed to have visited the site before preparing his tender and to have examined for himself the conditions under which the works will proceed and all other matters affecting the carrying out of the work and cost thereof.

- In the event of non-availability of specification for certain items in the technical specification, PWD/ MOST/ MORTH/ IS Specification as applicable shall be followed. Should there be any details of construction or material which have not been referred to in the specification or in the bill of quantities and drawings, but the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices named by the Contractor in the bill of quantities. The rates or prices are to cover the items are described in the bill of quantities and if there is inconsistency between the bill of quantities, specifications or drawings the description in the bill of quantities shall prevail.
- Goods and Service Tax (GST) as applicable shall be paid to the contractor through the interim bills. However, the taxes like Income Tax etc. will be deducted at source as applicable as per prevailing rules and regulations.

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Dy. Chief Engineer GWND/GWMOT

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### Form of Tender

To The Chief Engineer, Mumbai Port Authority.

1. I/we \_\_\_\_\_\_, do hereby offer to execute the work comprised in the annexed Tender Notice for "Providing peripheral fencing at Hindustan jetty, Jawahar dweep Island, GWMOT in strict accordance with the Instructions to Tenderers, General Conditions of Contract, Specifications and Addendum to Specifications, Addendum to Conditions of Contract etc. at the percentage rate entered in the attached Schedule of Quantities and Rates.

2. I/we agree to the Contract Period of the subject work will be Two (2) Months Including Monsoon from the date of release of site.

3. I/We also agree that this tender will remain valid for a period of 90 days from the date of opening of technical bid. I/We have independently considered the question of the amount of loss or damage likely to result to the Board from the delay on my/our part in the performance of the contract and I/we agree that the Liquidated damages for the work is ½ (0.50%) of the contract price for delay of each week or part thereof in completion of work subject to a maximum ceiling of 10% of the contract price which will be recoverable as set out in Conditions of Contract here-before represents a fair estimate of the loss likely to result from the delay.

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 Performance Security (Security Deposit) will be furnished as per conditions of contract, within 21 days or such extension of the period permitted by the Chief Engineer, in writing and the same will be retained by the Trustees till the satisfactory completion of Free Maintenance Period for the entire work.

6. I/we hereby certify that my/our registration certificate under the 'Maharashtra 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.

7. 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.

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

9. My/our Permanent Income Tax Account No. is \_\_\_\_\_\_.

10. I/we hereby agree for deduction of Income tax and any other taxes/ levies as per the tender conditions, rules and regulations as applicable thereon.

11. I/we hereby agree to furnish as per the 'mandate form' the details of Bank account(s) in which I/ We desire the e-payments to be made for cutting delays in making payments. I/We hereby agree that Mumbai Port Authority will not be responsible for any delayed payment due to non-submission of 'mandate form' by me/ us.

12. I/we am/are registered for the purpose of GST and the Registration No. is

 \*(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:

\*(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 Board 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 to perusal upon acceptance of our offer.

Proposed contract is intended to be signed by a duly constituted Attorney and original Power of Attorney (PoA) in his favor will be submitted for perusal immediately on acceptance of the tender.

The contract will be completed under the Company's Common Seal.

Witness's Signature:	Tenderer's Signature:	
Name:	Name:	
Address:	Address:	
Tel. No.:	Tel. No.:	
	Hand Phone No.( <b>Mobile</b> ):	
Date:	Date:	

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

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