



MUMBAI PORT AUTHORITY
Civil Engineering Department

Tender No. E-71/2024

CONSTRUCTION OF BOUNDARY WALL AND GUARD ROOM AT
PROPOSED BIHAR BHAVAN AT ELPHINSTONE ESTATE.

SECOND COVER – PRICE BID

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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 in the Excel file published with the tender. The items of BOQ are published separately in PDF File. 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 reimbursed 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

**Chief Engineer
Mumbai Port Authority**

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Preamble to Schedule of Quantities and Rates

1. **General Instructions:**

The Schedule of Quantities and Rates must be read with the Drawings, 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.

2. **Rate and Prices to be inclusive:**

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 the rates quoted by the contractor shall be exclusive of GST. etc. necessary for proper execution, completion and maintenance of the works.

The rates quoted by the contractor shall be exclusive of **GST**. The **GST** shall be payable to the contractor along with the running bills. All other incidental charges shall be borne by the contractor for the execution of the works.

3. The detailed description of work and materials given in the specifications may not necessarily be repeated in the bill of quantities.

4. 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.

5. 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.

6. **Measurement and Payment**

- a) All the works shall be measured net in the decimal system, fixed in its place, subject to the following limits, unless or otherwise stated
- b) Length and width shall be measured to the nearest of 0.01 meter. The thickness shall be measured nearest 0.005 meter or nearest to specified tolerance whichever is less.
- c) Area shall be worked to the nearest of 0.01 square meter.
- d) Cubic contents shall be worked out to the nearest of 0.01 cubic meter.
- e) Measurement shall be made by taking cross sections at intervals and for computing the volume in cubic meter by the method of average end areas.

Unless stated or billed otherwise, quantities shall be measured in accordance with the relevant parts of IS:1200. "Method of measurements of building and civil works", and are net as they are finished and fixed in the works. The rates and prices shall include whatever allowance is considered by the Contractor to be necessary for waste, working area, construction slopes, batters etc.

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Form of Tender

The Chief Engineer,
Mumbai Port Authority.

- I/We _____, do hereby offer to execute the work comprised in the annexed Tender Notice for **TENDER No. E-71/2024- "CONSTRUCTION OF BOUNDARY WALL AND GUARD ROOM AT PROPOSED BIHAR BHAVAN AT ELPHINSTONE ESTATE."** in strict accordance with Tender Notice, Instructions for preparation and submission of Tenders, Conditions of Contract, Annexure – 1 to 10, Proforma I, II,III(A) & III(B) & IV Technical Specifications, Schedule of Fair Wages Rates, Schedule of Port Authority Wage Rates, Undertaking by the Tenderer, Preamble to Bill of Quantities, Directions to Tenderers for filling in the Schedule of Quantities and Rates, and Form of Tender etc. at the percentage rate entered in the attached Schedule of Quantities and Rates.
2. I/We undertake to complete the work(s) awarded to me/ us under this contract **within 4 Months (excluding monsoon) from the date of release of site.** I/We also agree that this tender will remain open for acceptance up to 90 days from the date of opening of first cover. I/We have independently considered the question of the amount of loss or damage likely to result to the Board of Mumbai Port Authority from the delay on my/our part to carry out the work within stipulated completion period and I/we agree that the Liquidated damages as mentioned in "Conditions of Contract" represents a fair estimate of the loss likely to result from the delay.
 3. I/We deposit herewith a sum of **Rs.1,40,000/- (Rupees One lakhs Forty Thousand only)** as Earnest Money Deposit 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.
 5. I/We also agree, if awarded the contract that to make Performance Security Deposit as prescribed in clause 6.2 of General Conditions of Contract within 21 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 Authority.
 6. I/We further agree, if awarded the contract, to lodge the **Performance Security Deposit with validity covering contract period plus defect liability period.**
 7. I/We hereby certify that my/our registration certificate under the 'GST' 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. The rate quoted by us shall be exclusive of **GST**. The **GST** shall be payable to us along with the running bills. All other incidental charges shall be borne by us for the execution of the works.

8. 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. I/We further agree to execute the work for reduced scope, if MbPA decides not to execute certain works.
9. I/We understand that Mumbai Port Authority is not bound to accept the lowest or any tender, it may receive.
10. I/We certify that I/we have not made any interpolation in the tender documents.
11. I/We agree to abide by this Tender for a period of 180 days from the date of opening of First Cover (Technical Cover) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
12. I/We agree to maintain and repair the works in accordance with Clause 10 of Conditions of Contract, during the execution of the works and during the Defects Liability Period.
13. I/We shall be responsible to transport and take away the debris and surplus excavated material arising out of this work, out of MbPT Estate with no extra cost to MbPT. I/We also accept to be penalized as per the relevant clause in case of default.
14. I/We agree to provide all facilities to the MbPT as stipulated in the relevant clause of the General Conditions of Contract.
15. I/We agree that: (a) If I/we fail to provide the required facilities to the Engineer or his Representative for carrying out the inspection and testing of materials and workmanship and for measurement of the works, OR

(b) If I/we incorporate into the works, materials before the same are tested and approved by the Engineer or his Representative,
16. The Engineer will be at liberty to take any action including termination of the contract and impose at his sole discretion any penalties or reject the work.
17. I/We agree to the Payment schedule mentioned in the Tender Notice.
18. *(A) Mine in 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

*(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.

(1) 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.

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

19. I/We am/are registered for the purpose of Mumbai Sales Tax Act, 1953 and my/our registration Certificate No. is _____.

20The name and address of our Banker is ** _____

21. My/Our Permanent Income Tax Account No. is _____.

22. I/We am / are registered under the Employees State Insurance Act(ESIC) and registration certificate No. is _____.

23. I/We am / are registered under the EPF act and EPF registration No. is _____.

24. 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 delay payment due to non – submission of 'mandate form' by me/ us.

Witness's

Tenderer's

Signature: _____ **Signature:** _____

Name: _____ Name: _____

Address: _____ Address: _____

Tel. No.: _____ Tel. No.: _____

Hand Phone **(Mobile)** No.: _____ Hand Phone **(Mobile)** No.: _____

Date: _____ Date: _____

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

**** Here the Name of the Bank should be stated.**
