



आईएसओ 9001-2015 पत्तन
AN ISO 9001-2015 PORT

MORMUGAO PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

Tender No. CE/38/2023

Appointment of Technical Consultant cum Transaction & Financial Advisor for “Proposed Development of Dockyard/Ship Repair Yard in place of existing Barge Jetties” at Mormugao Port

**(ONLY FOR IPA EMPANNELED CONSULTANTS FOR MARINE
CONSTRUCTION WORKS UNDER CATEGORY “A“)**

Bid Document for Appointment of Consultants

F I R S T C O V E R

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE / COVER)

Chief Engineer,
Mormugao Port Authority
Headland, Sada
Goa- 403804
<https://www.mptgoa.gov.in>



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TENDER ACTIVITY SHEET

Tender Schedule

Sr. No.	Particulars	Date	Time (hrs)
1.	Tender issue date / Publication	01-08-2023	
2.	Receipt of Pre-bid queries	03-08-2023	Latest by 17.00
3.	Pre-Bid Meeting Date	04-08-2023	15.00 (via VC)
4.	Replies to Pre-Bid Queries	09-08-2023	
5.	Bid Submission End Date	15-08-2023	15.00
6.	Tender Opening Date		
	a) Technical Cover	16-08-2023	15.30
	b) Financial Cover	Will be intimated to the Qualified Bidders	

Link will be forwarded to the parties subject to their confirmation



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TENDER INFORMATION

Sr. No.	Particulars	Details
1.	Name of Work	Appointment of Technical Consultant cum Transaction & Financial Advisor for “Proposed Development of Dockyard/Ship Repair Yard in place of existing Barge Jetties” at Mormugao Port
2.	Scope of Work	Preparation of Techno-Economic Feasibility Report, preparation of Financial model, RFQ, RFP, DRAFT Concession Agreement, Approval note to Competent Authority , legal vetting of Draft CA, Legal certificate, presentation before Ministry and Appraisal committees, evaluation of RFQ & RFP, preparation of notes to Board, presentation , assist Department for the entire period of formulation till signing of Concession Agreement.
3.	Mode of Tender	Two cover System on QCBS Systems only for IPA empaneled Consultants for Marine Construction in Category A.
4.	Technical proposal	Bidders has to submit Technical proposal in First Cover
5.	Financial Proposal	Bidders has to submit Financial proposal in Second cover
6.	Tender Fee	Tender Fees (Non- refundable) - Rs.10,180/- (Rupees Ten Thousand One Hundred and Eighty only) inclusive of 18% GST. Payment through RTGS / NEFT or any other Electronic mode/Demand Draft in favour of "Mormugao Port Authority", Goa. The proof of payment should be submitted along with the Tender.
7.	Bid Security	Rs. 25,000.00 (Rs. Twenty-five thousand Only) Mode of payment: Insurance Security Bonds, Account

		Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Online Payment.
8.	Performance Security	10% of the Award Cost as per Financial Proposal Mode of payment: Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Online Payment.
9	Retention Money	Not applicable
10.	Period of Consultancy	Six Weeks for deliverable assignments as per Schedule. Overall completion is till signing of concession agreement plus three month or till appointment of Independent Engineer whichever is earlier
11.	Validity of Offer	120 days from the date of opening of Technical Bids
12.	Contact Details	For Tender related queries --- Contract Person : Sudin Prabhudessai Dy. Chief Engineer Phone :0832 – 2594604 / 9423062087 Email: ce@mptgoa.com , sudin.prabhudessai@mptgoa.gov.in
13.	Website	www.mptgoa.gov.in



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ELECTRONIC PAYMENT SYSTEM MANDATE FORM

The details for processing the payment through RTGS as below:-

Name of the Beneficiary	MORMUGAO PORT AUTHORITY GENERAL ACCOUNT
Address of Beneficiary with PIN Code	Administrative Office Building, Headland Sada, GOA - 403804
PAN Number	AAALMO293P
Name & Mobile Number of responsible person	Sanjay Kulkarni / 9765617087
Name of the Bank and Branch	STATE BANK OF INDIA, Harbour Branch
Bank Telephone No.	0832-2520212
Address of the Bank	STATE BANK OF INDIA MORMUGAO HARBOUR, GOA – 403803
MICR Code of the Bank	403002024
IFSC Code No.	SBIN0002164
Type of Account and Branch Code	Current Account / Branch Code:- 002164
Account number of the Bank	10438017048 MPA GENERAL ACCOUNT
Beneficiary E-mail ID	cashmpt@mptgoa.gov.in



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CONTENTS OF THE TENDER DOCUMENTS

Sr. No	Description	Page No.
	FIRST COVER	
1	Disclaimer	7-8
2	Instructions for Preparation and Submission of Bid	9-10
3	Undertaking by the Bidder - Annexure I	11
4	Notice Inviting Tender	12-14
5	List of Transaction Advisors shortlisted by IPA	15-18
6	Scope of Work and Payment Terms	19-21
7	Instruction to bidders	22-29
8	General Conditions of Contract	30-41
9	Annexure - I Format for Pre Contract Integrity Pact	42-49
10	Appendix I– Application Letter	50
11	Appendix II– bio-data format	51
12	Appendix III – Financial Bid	52-53
13	Appendix IV – Agreement draft of Contract Agreement	54-56
14	Appendix V – Form of BG for performance security	57-59
15	Appendix VI – Electronic Clearance Service Mandate Form	60
16	Appendix VII – Vendor Registration format	61
17	Appendix VIII – Power of Attorney	62-63
18	Appendix IX - Declaration Form	64
19	Appendix X – Form for Bank Guarantee for Security Deposit	65-66
	SECOND COVER	
1	Financial Bid	3-4



आईएसओ 9001-2015 पत्तन
AN ISO 9001-2015 PORT

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DISCLAIMER

The information contained in this Request for Proposals document (“RFP”) or Subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be Complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



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Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal

(URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note

that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee and enter details of the instrument.

4) Bidder shall submit "Bid Security" failing which the bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for

submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Chief Engineer



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ANNEXURE - I

**MORMUGAO PORT AUTHORITY
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“Establishment of Ship Repair Yard” at Mormugao Port**

UNDERTAKING BY THE BIDDER

To
The Authority of the Port of Mormugao

I/We, M/s. _____ have gone through the tender document carefully and hereby confirm as under:

The complete tender set sealed WITHOUT any defacement, addition or alteration as prescribed and with all the relevant Annexures duly filled in.

I/We have submitted our tender with requisite Bid Security lodged as described in the **Instructions to Bidders** of this tender set.

I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and as such offer will not be evaluated and considered at all by you.

I/We have hereby declared that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that, my/our tender shall be summarily rejected without prejudice to the right of the Board of Authority of Port of Mormugao to take further action into the matter.

I/We have not been blacklisted by any PSU/Government Organization/ body etc.

I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act 1988 in connection with the bid.

Witness'

Bidder's

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Address: _____

Address: _____

Tel.No.: _____

Tel.No.: _____



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NOTICE INVITING TENDER

Mormugao Port Authority (MPA) intend to appoint Technical cum Transaction Advisor and Financial Consultant from the firms shortlisted by Indian Ports Association (IPA) for marine construction works in Category A for carrying out Techno Economic Feasibility Studies (TEFR) and formulation of projects as per PPP / Government Guidelines for “Establishment of Ship Repair Yard” at Port of Mormugao.

1. E-tenders in Two Cover System are invited by the Chief Engineer on behalf of Authority of the Port of Mormugao (also referred to as MPA) from the above shortlisted consultants for the subject work.
2. Interested eligible Bidders may obtain further information and inspect the tender documents on Port official website.
3. **Minimum Eligibility Criteria**
 - 3.1 The Applicant must be in the IPA Empaneled list of Consultant for Marine works in Category A, Transaction Advisors.
 - 3.2 The Applicants are required to submit the declaration that they have not been banned or de-listed by any government/Semi government Agency or PSU's.
 - 3.3 The Applicant should have no conflict of Interest in taking up the subject work

4. CRITERIA FOR EVALUATION:

MPA intends to follow single stage two cover bidding process for selection of the consultants for providing the services. The offer of Bidders will be opened and evaluated in two stages as detailed below:

Stage 1: Technical Proposal (70 % weightage)

Stage2: Financial Proposal (30 % weightage)

4.1 Technical Proposal Evaluation (Stage1)

- a. Proposals of those bidders who satisfy the minimum eligibility criteria as prescribed in "Notice Inviting Tender" shall be considered for further evaluation.
- b. Technical evaluation will be carried out only for the key personnel to be deployed for the work. 70 % weightage will be given to the technical score. Minimum qualifying marks is 80

out of 100.

4.2 Evaluation of Financial Proposal (stage-2)

Financial bids of shortlisted firms shall be opened on a date to be fixed later and intimated to all short-listed bidders. 30 % weightage will be given for the Financial Bids.

5. Procedure for obtaining Tender Documents:

5.1 Interested Bidders will have to download the e-tender document from e-portal and also from MPA website www.mptgoa.gov.in. The bidder has to submit the tender fee with their offer in the form of Demand Draft or e-mode towards non-refundable tender fee of Rs. 10,180/- (Rupees Ten Thousand one hundred and eighty only). The payments shall be made by e-mode or by The Demand Draft drawn in the favour of "FA & CAO, Mormugao Port Authority. The downloading of the tender documents shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted, if such action is observed at any stage, such offer is liable for outright rejection.

5.2 The bidder is responsible to download Addendums / Amendments / Errata / replies to the queries of the bidder etc. if any, issued by the employer, from web site before the submission of the Bid Document. Any shortfall in submissions of the said Addendum / Amendments / Errata / replies to the queries of the bid document, etc. along with the downloaded documents while submitting the bid documents will not be considered. Incomplete Bid documents shall be rejected outright.

6. Bid Submission

6.1 The detailed procedure for bid submission has been provided in "**Instructions for Preparation and Submission of Bid**" of this tender.

6.2 Bidders shall have to submit their proposal on e-portal containing ULR details for e-payments or Demand Draft towards Tender Fees, EMD. The bidder also has to submit a **hard copy of the Bid of Technical Bid only in the box provided in the office of the Civil Engineering Department, Mormugao Port Authority, Headland, Sada, Goa- 403804 within 24 hrs. of Bid submission date.**

6.3 Bids will not be considered in case the EMD and Tender Fee is not submitted in the form and manner described above.

6.4 Tenders submitted after due date and time, will be considered as Late Bid submitted by such bidder will not be opened.

6.5 The tender documents are NOT TRANSFERABLE.

7 The MPA reserves the right to reject any or all the offers for the proposed work without assigning any reason therefore.

- 8 The tenders shall remain valid for a period of 180 days from the date of opening of the tenders.
- 9 The bidders shall give an undertaking as per **Annexure I** that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 10 The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
- 11 The rate quoted by the contractor shall be inclusive of prevailing taxes as per Govt. notifications and all other incidental charges that the contractor may have to bear for the execution of then works. GST will be paid by the Port. No new taxes that will be made applicable during the course of execution, will be reimbursed at actuals on production of proof of remittance after taking in to consideration the tax component build in the existing BOQ.
- 12 The successful firm shall comply fully with all Central and State laws dealing with the employment of persons, apprentices etc. including the Employment of Children Act, 1938, Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, the Factories Act, 1948, the Minimum Wages Act, 1948, Dock Labour Regulations, Contract Labour (Regulation and Abolition) Act 1970. Employees Provident Fund Act (EPF), ESIC regulations and any statutory amendment or re-enactment thereof for the time being inforce
- 13 **Fraudulent documentation by bidders**
 - A. Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.
 - B. List of black listed bidders will be published on port's website

For any details/clarification Contact Dy. Chief Engineer, on -

0832 2594604/ 9423062087

E-mail: sudin.prabhudessai@mptgoa.gov.in

Chief Engineer



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Annexure -II

GROUP – 1(A) MARINE CONSTRUCTION WORKS

CLASS A

CATEGORY A		
Sr. No.	Name and Address of the firm	Contact Person & Details
1	Tractebel Engineering Pvt. Ltd. INTEC House, 37, Institutional Area, Sector 44, Gurgaon – 122002	Mr. Virendra Kumar Jha, General Manager –M&S Mobile: +91 9811698349 Phone: 124-4698500, 124-4698586 virendra.jha@tractebel.engie.com
2	L&T Infrastructure Engineering Ltd. TC 2 Building, 3rd Floor, Mount Poonamallee Road, Manapakkam, P.B. No.979, Chennai-600089, Tamil Nadu, India	Mr.Sanjeev P S (Head- Proposals) Phone: 044-22597500 bd1@Intiel.com
3	EKA Infra Consultants Pvt. Ltd. B-511A, Kanakia Wall Street, Andheri Kurla Road, Hanuman Nagar, Andheri East, Mumbai-400093	Mr.Sajith Sreedharan Managing Director Phone:9920481072 022-62396001/62396003 sajit.sreedharan@ekainfra.com admin@ekainfra.com
4	Spectrum Techno Consultants Pvt. Ltd B-201, BSEL Tech Park, Sector 30A, Opp. Vashi Railway Station, Vashi, Navi Mumbai-400703	Mr. Rakesh Varadkar Phone: 011-41115900 info@spectrumworld.net
5	Grafix Engineering Consultants Pvt. Ltd	Mr. T. Kundu Executive Director

	M-3 (2nd Floor), HauzKhas, Sri Aurobindo Marg, New Delhi-110016	Phone:011-41850099 grafixdel@gecltd.com
6	MITES Limited Plot-1, Shikhar Sector – 29, ROC, Gurgaon – 122001	Mr. R. Saravanan, Additional General Manger / Ports & Water Resources Division Phone: 0124-2818457/257166 rsarvanan@rites.com info@rites.com
7	Projmors Designing Office for Maritime Structure Company Ltd B/514, Ratnakar Nine Square, Opp. Keshav Baug Party Plot, Vastrapur, Ahmedabad – 380015 Head Office – Narwicka 2D St., 80- 288 Gdansk, Poland	Name: Mr.Viral Panchal Branch Director - India Phone: 079 35336291 India@projmors.pl projmors@projmors.pl
8	Aarvee Associates Architects Engineers & Consultants Pvt. Ltd Ravula Residency, Srinagar Colony Main Rd., Hyderabad - 500082	Mr. D.V.Subbaraju Associate Vice President Phone:040-48483456/23737633 9848436686,9908501612 subbaraju.dv@aarvee.net railways@aarvee.net aarvee@aarvee.net
9	TATA Consulting Engineers 15th Floor Empire Tower Cloud City Campus Opp Relible Tech Park Thane – Belapur Road Airoli Navi Mumbai – 400708	Mr.Vinay Krishnan Deputy General Manager – Business Development Phone: 022 61148515/2261148181 9821156642 vkrishnan@tce.co.in mail@tce.co.in
10	WAPCOS 76-c, Sector-18, Gururam -122015	Mr. Arjun Chikara, Additional Chief Engineer, Ports Harbour and Inland Waterways Phone: 0124-2397388 / 2397395 / 2348028 ports@wapcos.co.in
11	AECOM India Pvt. Ltd 3rd Floor, Building No. 8A, DLF Cyber City, DLF Phase II, Gurgaon - 122002	Mr.Saurabh Sharma, Technical Director, Port & Marine, India Phone: 0124-4871400 / 4830100 / 4830108 saurabh.sharma@aecom.com sanjeev.gupta@aecom.com
12	Voyants Solutions Pvt. Ltd. 403, 4th Floor, Park Centra, Sector- 30, NH-8 Gurugram - 122001	Mr. Venkateswara Rao Juvvaladinne, Vice President Phone: 7995779185 / 0124-4598200 jvr@voyants.in info@voyants.in

13	STMI & Selhorn (JV) #443 6th Floor, Annex-1 Building, Guna Complex, Anna Salai, Teynampet Chennai – 600018	Mr. Sanjit Biswas, Director Phone: 8939687464 / 9791847915 / 044-40916152 sanjit@stmic.in Rohit.bathija@stmic.in
14	Global Archer Construction and Engineering LLP G13 & 14 9Ground Floor), Centurion, Plot no. 88 to 91, Sector-19A, Nerul, Navi Mumbai - 400706	Mr. Nupur Apte Gumaste Phone: 9583826705 / 7400191961 consult@globalarcher.in
15	Haskoning DHV Consulting Pvt. Ltd. Platinum Techno Park 502-505, 5th Floor Plot No. 17 & 18 Sector 30 A, Navi Mumbai – 400703	Mr. Mohammad Aslam Bijapur, Mobile: 9004031724 / 022-41615000 aslam.bijapur@rhdhv.com info.india@rhdhv.com
16	BMT Consultants India (Pvt) Ltd. 310 Sarthik Square, S.G Highway, Ahmedabad – 380054	Mr.Tarun Kaw Managing Director Phone: 079-40028708 / 079-26854184 enquiries@bmtindia.org
17	Engineers India Ltd. 1, EIB, Bhikaji Cama Place, R.K. Puram, New Delhi-110066	Mr.M. Arulraj, Senior General Manager, Business Development Phone: 011- 26762450 /26762121(EPABX) m.arulraj@eil.co.in
18	PADECO Co. Ltd. Sunteck Centre 37-40 4th Floor, Subhash Road, Vile Parle (E) Mumbai- 400057	Mr.Vishwa Deo Sharma Chief Operating Officer Email: pipl@padeco.co.in
19	Egis India Consulting Engineers Pvt. Ltd. Plot No.-80, Sector-32 Gurugram, Haryana-122001	Mr. Vidyasagar K Pedgaonkar Phone: 0124-4249200 egis-india@egis-india.com
20	IR Class Systems & Solutions Pvt. Ltd 6th Floor, Industrial Services, 52A, Adi Shankaracharya Marrg, Powai, Mumbai – 400072	Mr. Anup Kulkarni Phone: 022-71199394 / 30519400 / 71199400 anup.kulkarni@irclass.org



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MORMUGAO PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

Tender No. CE/38/2023

Appointment of Technical Consultant Cum Transaction & Financial Advisor for “Proposed Development of Dockyard/Ship Repair Yard in place of existing Barge Jetties” at Mormugao Port

Terms of Reference and Assignment & Payment Schedule

For Conducting Feasibility Studies

- a. Identification of Areas for establishment of Dockyard/ ship repair yard for repairs of suitable size of Handymax and Panamax vessels , requirement of water front and land area for setting up of land based facilities.
- b. To carry out the market studies to see the potential of Indian and Foreign vessels likely to call for dry docking.
- c. Preparation of detail Feasibility study for establishment of dry dock/ grave yard, slip way for various sizes of vessels repair based on the market studies and creation of land side facilities. The preparation of detail inventory of Machineries and equipment’s required workshop facilities and other ancillary units and their market rates .
- d. Preparation of Revenue model for project, indicating the likely guaranteed revenues to Port, operator . Calculation of IRR. EIRR, NPV for Port and Operator , based on various scenario and sensitivity analysis for a period of 30 years.
- e. Brief chapter on Likely Environmental Impact during construction, dredging, dismantling of existing structures and during operation of ship repair and likely hazards and how to mitigate the same
- f. SWOT and Risk analysis.
- g. Details working of Manpower requirement, availability of trained / skill workforce
- h. Details of Power requirements, water , STP , storage and disposal of hazards waste shall cover in the Feasibility report.

- i. Green Policy Measures adopted as per Green Port policy Government of India and development of Green Bldg , waste management, recycling of waste etc.

For Transaction Advisory services

- 1.1. Conducting market survey for identifying the intending bidders for participation.
 - 1.2. As per the Model Documents of Ministry of Shipping, preparing RFQ/RFP/DCA/SFC/DIB proposal on the basis of Techno Economic Feasibility Report / project to be structured.
 - 1.3. Preparation for Pre-Bid and other meetings, conducting the same, preparing replies/clarifications in consultation with officials of Ports.
 - 1.4. Evaluation of RFQ / RFP documents.
 - 1.5. Preparing material for the Board Meeting for obtaining approvals at various stages.
 - 1.6. Preparation of letters, drafts, etc. for obtaining Govt. approvals including Security Clearance, etc.
 - 1.7. Co-ordination / Presentation and correspondence (Physical or virtual as the case may be) with concerned statutory State/Central Govt. organizations/persons as and when required at Mormugao/Delhi etc. for sanctioning of the project.
 - 1.8. Provide necessary technical, financial and legal assistance from time to time.
 - 1.9. Furnish clarification to query from RFQ /RFP applicants/bidders, Ministry or any other statutory Authority.
 - 1.10. After signing of agreement with concessionaire, provide financial/legal opinion on implementation & operation of premises.
 - 1.11. Assist MPA in finalization for application to MoEF for grant of ToR and preparation of tender for appointment of EIA consultant and scrutiny, evaluation of bids, etc.
 - 1.12. Appointment of Independent Engineer for implementation of the project as per the Govt. guidelines.
2. **Overall period of services** – Till signing of Concession Agreement and appointment of Independent Engineer.
3. **Duration for Project**

Six Weeks for completion of Assignment and overall completion till signing of concession agreement and appointment of Independent Engineer.

4. **Payment structure for project :-**

Sr. No.	Deliverables	Duration- weeks (T= week 0*)	% of Professional fee quoted for the SOW
1	Draft Techno-Economic Feasibility Reports	T + 2	20%
2	Final Report	T+3	10%
3	Submission of SFC documents, RFP, DCA to Ministry	T+ 6	30%
4	Issue and Evaluation of RFQ		20%

5	Issue and Evaluation of RFP		10%
6	Signing of Concession Agreement and Appointment of Independent Engineer	---	10%

***Week 0 – Letter of award (T)**

Note:

- i. **After deliverable No.2 (Final Report), the port may at its discretion decide not to proceed with the consultancy. In such case, further payments after deliverable No.2 will not be made and the consultancy will be foreclosed.** No claims for short closure of assignment is entertained from the consultant
- ii) **The above time period is indicative, however on actual completion of each task will be expedited on priority. The approval of Competent Authority for time period is binding on both parties.**

Additional Terms and conditions:

- iii) The quotation provided by consultant should be including all the expenses and taxes to complete the above assignment (such as travel of the team to Goa for site visit , collecting datas etc.).
- iv) The actual travel cost (Maximum 2 persons/ per visit) for actual air fare to Delhi for (To/Fro) including local taxi charges at Delhi will be payable on actual basis, based on written request received from MPA. However, charges of accommodation maximum Rs. 3000/ per day/ per person will be reimbursed. This expenses will be released only on receipt of the actual expenditure incurred of paid bills. However, if consultants needs additional persons, he may be allowed to accompany at his cost.
- v) Other site Plans / Traffic projections/ availability of area etc. to be collected from MPA. MPA will provide available documents.



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MORMUGAO PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

Tender No. CE/38/2023

Appointment of Technical Consultant Cum Transaction & Financial Advisor for “Proposed Development of Dockyard/Ship Repair Yard in place of existing Barge Jetties” at Mormugao Port

INSTRUCTION TO BIDDERS

1. INTRODUCTION

1.1 Berth NO. 9 and 5 nos adjoining Finger jetties were constructed in the year 1976 , which was fully mechanized for export of Iron Ore. Due to ban on Iron Ore the year 2012, the operation of Berth was badly affected, resulting into huge OPEX in maintaining the machineries and up keep of plant. Moreover the Berthing structure was also deteriorated and approaches were structurally unstable. So inorder to minimize the losses, port has taken the decision to De-mechanize the Berth and Redevelop the Berth on PPP mode by extending the berth face upto 50m and for creating Berth with bigger draft.

1.2 However the proposal for Redevelopment on PPP mode was not materialize due to delay in getting EC and other factors. Ports further efforts to restructure the proposal for Redeveloping only Berth no.9 and three jetties for handling Iron ore and other dry bulk cargo was received well from the investor due to uncertainty in commencement of Iron ore cargo. Therefore Port is exploring various other option for Monetizing and optimize the water front and land areas at the prime location within the Ports operational areas.

1.3 One of the option proposed is to Establish and Set up of Dry docking facilities for Ship Repair. To emphasize this , it is worth mentioning that there are no ship repair facilities in India, for large commercial vessels. Dry Docks managed by PSU s are facilitating repairs to Defence Vessels and Government Flagship vessels. Thus prompting the Private Vessels being repaired in foreign shipyards, leading to significant drain of foreign exchange. A ship repair yard if created at Mormugao Port will not only save foreign exchange, but also generate significant earnings in US Dollars, and expectation of atleast 30 to 40% of the vessels calling for repairs from foreign owners.

1.4 Mormugao Port is located very close to international trade route from East to West and is a second tier city with good industrial and social infrastructure. Successful operation of the proposed ship repair yard will help to establish a larger ship repair cluster in the region.

1.5 MoPA is expected to generate revenue through rental from the operator for the land and waterfront area, berthing charges for vessels calling in for repair, tugs and pilotage service, anchorage charges and other miscellaneous charges such as service of Ports Firefighting and hospital for emergency assistance, service of

harbor crafts and anchorage facilities as well as Slop reception. Therefore establishment of shipyard of big magnitude will have the multiplier affect on economy apart from creating of huge direct and indirect work force. In addition to generating employment, the shipyard will help in the growth of ancillary industries in the region, develop vendors and service providers, help in saving foreign exchange and serve as a platform for earning foreign exchange.

1.6 The Authority intends to establish dry docks / ship repairs facilities near the existing berth no. 9 and barge jetties. The Authority intends to appoint a consultant for identifying a suitable locations within the earmarked area as mentioned above. The facility shall include dry docking facilities for handymax, panamax vessels to cater the facilities of ship repair and other ancillary activities on the land. The Consultant shall carry out the detail study considering the demand of International and Indian Flag vessels, feasibility of setting of such facilities, details estimate, preparation of IRR, EIRR and NPV for Port and the Operator, mode of implementation and period of concession.

2. AMENDMENT OF PROPOSAL DOCUMENT

- 2.1. At any time before the due date for submission of proposals, the Employer may, for any reasons, whether at its own initiative or in response to a clarification requested by the firms, modify the documents by amendment. The Employer may at its discretion extend the deadlines for the submission of proposals.
- 2.2. Firms requiring a clarification on the Proposal Document must notify the Employer in writing, not later than 1 day prior to the pre-bid meeting. Any request for clarification in writing must reach to the Employer's address indicated above by facsimile /Post/Courier or through email **sudin.prabhudessai@mptgoa.gov.in** The Employer will respond to such requests by uploading the corrigendum. Any request received after day prior to Pre-Bid meeting will not be entertained. MPA will not respond directly to the Bidders.

3. BRIEF DESCRIPTION OF BIDDING PROCESS:

MPA intends to follow single stage two cover bidding process (e – tender) for selection of the consultants as per the IPA empaneled list for providing the services. The offer of Bidders will be opened and evaluated in two stages as detailed below:

Stage 1: Technical Proposal (70 % weightage)

Stage2: Financial Proposal (30 % weightage)

3.1 Stage 1- Technical Proposal (70 % weightage)

- Evaluation of key personnel will be carried out in first stage, minimum qualifying marks shall be 80 out of 100.
- The Bio data of key personnel to be appointed indicating qualification, experience etc. complete. (Marks will be given for this item)
- Bidder should furnish Income tax PAN No. and GST registration no.
- Bidder is required to submit the declaration that they have not been banned or debarred by any Govt./ Semi Govt. agency or PSUs.
- An undertaking which demonstrates that the advisor shall not have a conflict of interest that affect the bidding process.

- 3.1.1 In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/alterd to make a non-responsive proposal responsive. The proposals that are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.
- 3.1.2 Please note that employer at their discretion may decide for not asking for any clarification and proceeding with evaluation based on the available documents in the bids submission. In view of the above it is requested that all the bidders shall thoroughly study bid requirement and submit all required information/documents along with the bid.

3.2 Stage 2- Financial Proposal (30 % weightage)

Financial Proposal of the responsive bidders who are found acceptable on scrutiny of Technical proposal and satisfy the criteria for evaluation will be opened. The date of opening of financial proposal will be conveyed to qualified Bidders. The financial proposal shall be submitted as per the format given in Appendix III.

3.3 Selection Process

The bidder with lowest qualifying financial bid (L1) will be given 100% score (amongst the technically qualified bidders). Financial scores for other bidders will be evaluated using the following formula.

Financial score of a bidder (Fn) =
 $\{(commercial\ bid\ of\ L1/commercial\ bid\ of\ the\ bidder) \times 100\} \%$ (adjusted to 2 decimal places)

The technical and financial scores secured by each bidder will be added using weightage of 70% & and 30% respectively to compute a composite bid score

The overall score will be calculated (upto two decimal places) as follows;

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where Bn = overall score of the bidder

Tn = Technical score of the bidder (out of 100 marks)

Fn = Financial score of the bidder

The bidder securing the highest composite score will be adjudicated as the most responsive bidder for award of contract.

3.4 Criteria for evaluation of key personnel

Sr. No.	Position	Qualification	Specific expertise	Marks and scoring criteria (Total marks 100)
1	Team Leader	MBA / PGDM	Should have at least 12 years' experience of working on consultancy /	Total Marks : 40 marks 1. Experience : 10 marks 1.1 Experience 12 to 14years -5 marks 1.2 Experience more than 14 years - 10 marks

			Transaction Advisor Services for PPP projects in Ports, Marine structures Highways and other in infrastructure projects.	<p>2.Number/Quality/Relevance of assignments : 30 marks</p> <p>2.1 Number of assignments: 20 marks</p> <p>a. Minimum 3 relevant assignments in last 7 years – 10 marks.</p> <p>b. Each additional assignment – 2 mark each for every additional assignment; to maximum of 10 marks</p> <p>2.2 Have worked on successful award of at least one PPP project in Port sector at Major Ports/Maritime Boards of State in last 7 years – 5 marks for each project to maximum of 10 marks</p>
2	Project Manager	Post Graduate Engineer in Mechanical / Marine Engineer/ Civil Engineer	Should have at least 10 years' experience of working on consultancy / Transaction Advisor Services for PPP projects in Ports, Highways and other in infrastructure projects.	<p>Total Marks : 30 marks</p> <p>1. Experience : 10 marks</p> <p>1.1 Experience up to 12 years – 5 marks</p> <p>1.2 Experience more than 12 years - 10 marks</p> <p>2. Number/ Quality/ Relevance of Projects : 20 marks</p> <p>2.1 Number of assignments: 10 marks</p> <p>a. Minimum 2 relevant assignments with for Development of Ports & Harbours/ Dockyards / feasibility studies in Ports– 2 marks</p> <p>b. Each additional assignment – 1 mark each for every additional assignment; to maximum of 3 marks</p> <p>c. Have worked on successful award of at least one PPP project at Govt. of India port sector or State Maritime Board. in last 7 years – 5 marks</p> <p>2.2 Undertaken study on at least one Shipyard / dockyard project in India – 10 marks</p>
3	Material Management Expert	Post Graduate Engineer in Mechanical / Marine Engineer/ Coastal / Electric/ Civil Engineer	Should have at least 8 years' experience of working on consultancy / Transaction Advisor Services for PPP projects in Ports, Highways and other in infrastructure projects.	<p>Total Marks : 15 marks</p> <p>1. Experience : maximum 5 marks</p> <p>1.1 Experience of 5 years - 3 marks</p> <p>1.2 Experience above 5 years – 1 mark for each additional year</p> <p>2.Number/Quality/Relevance of Projects : 10 marks</p> <p>2.1 Minimum 5 relevant assignments Procurements of Machinery and equipment's/ mechanization of Berth / conveyor system in Ports, or other Industrial Projects in last 7 years – 5</p> <p>2.2 Each additional assignment in last 7 years – 1 marks for each additional relevant assignment; maximum of 5 marks.</p>
4	Finance Expert	CA / ICWA/ MBA / PGDM	Should have at least 8 years' experience of working on consultancy / Transaction Advisor Services for PPP	<p>Total Marks : 15 marks</p> <p>1. Experience : 5 marks</p> <p>1.1 Experience upto 5 years - 2 marks</p> <p>1.2 Experience more than 5 years – 5 marks</p> <p>2.Number/Quality/Relevance of Projects : maximum 10 marks</p>

			projects in Ports, Highways and other in infrastructure projects.	2.1 Minimum 2 relevant assignments in Preparation of Financial Model, SFC Documents related to Port sector in last 7 years – 4 marks 2.2 Assignments in other sector - 2 marks each for relevant assignments in last 7 years; maximum of 6 marks.

Note: a. For evaluation of key personnel, only those who have been with the firm for a minimum period of 2 years as on date of submission of Bid shall be considered.

b. Age of Key personal as on date of submission of bid shall not exceed 70 years.

c. Only Completed Projects shall be considered for evaluation.

4. ELIGIBLE BIDDERS:

4.1. The Bidder shall be a shortlisted firm by the Indian Ports Association for providing Transaction Advisory Services for Major Ports.

4.2. The detailed evaluation of the proposals received will be carried out in accordance with the evaluation criteria stipulated in the Instruction to Bidders.

5. OTHER TERMS & CONDITIONS:

5.1 Right to Accept or Reject the Proposal:

Notwithstanding anything contained in this Proposal Document, MPA reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons. MPA reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or uncovered, or
- b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- c) Bid is not accompanied by Tender Set Fee and Bid Security/ EMD.

6. CONTENTS OF PROPOSAL DOCUMENT:

The Proposal Document comprises the contents as mentioned in this document and would additionally include Addendum if any, issued in accordance with **Notice Inviting Tender**.

7. FORMAT OF PROPOSAL:

7.1 Bidders would provide all the information as per this Proposal Document and in the specified formats.

7.2 The Proposal shall be typed or printed or and the Bidder shall initial each page. **The authorization to sign the document must be confirmed by a written power of attorney accompanying the proposal.**

7.3 The proposal must contain no interlineations or overwriting except as necessary to correct

errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal. Complete Technical and Financial proposal must be submitted on or before time and date stated in proposal document with the following;

- a) Power of Attorney in the name of person's/s signatories of the proposal.
- b) Assignments completed earlier by individual experts working with the firm. **The individual expert should have been working with the firm at least for 3 years as on Bid due date of submission.** The firm shall have to substantiate the claimed experience by providing Employer Certificate for each of the project while submitting the offer.
- c) The proposal document and compilation of Pre-Bid queries/answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the bidders.
- d) Name, age, background, employment records and detailed professional experience of each expert to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project. A copy of the bio-data format is attached in **Appendix II**. Both the expert's signature and date of signing should be provided as per the bio-data format.
- e) If an individual Expert makes a false averment regarding his Qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years and the Bid Security and Performance Security will be forfeited. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- f) **Technical Bid:** Consultants are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at consultant's own risk and may result in rejection of proposal.

The offer shall include

- Bid Security of Rs. 25,000/-
- Cost towards purchase of Tender Rs. 10,180/- (including GST)
- Application letter as per **Appendix-I**.

7.4 "Price Bid".

In the price bid the bidder/s shall indicate the total price offer (In Indian Rupees) for entire scope of Services consisting of Lump-sum Fee for entire Services. Fee for entire Services to be paid by the Employer for the total scope of services covered under this assignment. The price offer shall be filled in as per the formats given in **Appendix III** enclosed with this Document. This total price offer shall be inclusive of all taxes, overheads, traveling expenses, printing and binding of reports and preparation of tender documents and drawings for each package, expenditure related to presentations to be made during the assignment, sundries and all other expenditure for execution of this services as per "Terms of Reference", to the Proposal Document and also the tasks the consultant may think should be carried out in order to meet the objectives of the assignment.

Note: No counter conditions should be included anywhere in the proposal. Conditional proposal may be summarily rejected.

- 7.4.1 Completed Technical Bid and Financial proposal must be delivered on or before the time and due date stated in the proposal document and in the manner mentioned in the Notice Inviting Tender.

8 TAXES AND DUTIES:

The Consultant's offer shall be inclusive of all taxes and duties except GST which is payable by MPA. Income Tax and any other statutory taxes to be deducted at source, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time. No additional or new taxes will be reimbursed except GST.

9 CURRENCY AND PAYMENT FOR SERVICES (FEES IN INDIAN RUPEES):

The Consultancy charges/fees for carrying out the Consultancy Services shall be expressed in Indian Rupees only and the payment shall also be made in Indian Rupees by the Employer. Payment of said charges will be made by MPA within one month from date of due by RTGS.

10 TIME FOR COMPLETION:

Final Deliverables of each project shall be completed within a period of 8 **(Eight) weeks from the receipt of purchase order (PO)/ specific work order (SWO)** to successful consultant. However the overall completion of each project is till signing of Concession Agreement and appointment of Independent Engineer. The consultants shall arrange all his activities and the work program accordingly.

11 AWARD OF ASSIGNMENT/SERVICES:

Prior to the expiration period of proposal validity/ extended validity, the Employer will notify the successful bidder, in writing by letter or facsimile. The party selected for award of assignment shall be issued a Letter of Award by Employer. This letter along with written acknowledgement of the successful party shall constitute contract between the party/ies with Employer, till signing of formal agreement.

12 CARE AND DILIGENCE:

The Bidder shall exercise all reasonable care and diligence in discharge of Technical, Professional and Contractual duties to be performed by them and will be fully responsible for carrying out their duties properly.

13 BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

13.1 The Applicant shall furnish as part of its Proposal, a bid security of **Rs.25,000/- (Rs. Twenty Five Thousand only)**, returnable not later than **30 (thirty) days** from date of opening of Price Bid except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment as required, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 15 (Fifteen) days from the signing of the Contract Agreement by the Successful Bidder. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement.

13.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

13.3 MPA shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

13.4 The Applicant, by submitting its Application, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Employer as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Employer in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- If an Applicant submits a non-responsive Proposal;
- If an Applicant withdraws its Proposal during the period of its validity and as extended by the Applicant from time to time;

14 CONFIRMATION OF RECEIPT:

Consultants shall acknowledge by facsimile/ post/courier the receipt of Letter of award and confirm the acceptance of the proposal.

15 PERFORMANCE SECURITY:

Within 07 days of issue of letter of acceptance from the Employer, the successful firm shall furnish to the Employer a Performance Security in the form of a Bank Guarantee of nationalized bank having branch in Vasco. Failure of the successful party to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract. The performance security shall remain in force until six months from the date of issue of completion certificate of this assignment and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the firm.

16 SIGNING OF AGREEMENT:

The Bidder whose tender is accepted will be required to enter into an agreement, the form of which will be as set out in the form appended to the conditions of the contract at **Appendix IV**. The cost of stamping the agreement etc., shall be borne by the successful Bidder.

16.1. Within 03 days of date of submission of a performance security as stated above, the Bidder shall sign formal agreement as prescribed in **Appendix V** of Proposal Document with such modifications as may be necessary and the correspondence exchanged up to and including the stage of award of the contract and the letter of acceptance. All costs, charges and expenses including the stamp duty incurred in connection with this Contract for preparation and completion of Agreement will be borne by the Employer. Until such Contract Agreement is executed the acceptance of the tender in terms of the Contract as defined shall be binding upon the parties and shall be the Contract. The Consultant's bills will not be passed for payment until the Contract Agreement is executed.

17. EXTENSION OF VALIDITY OF BID:

If it becomes necessary, MPA may request the parties, in writing, to extend validity of proposals.

18. PRE- BID MEETING:

Interested Bidders are requested to attend a Pre-Bid meeting via VC on the scheduled date. The necessary link will be send to firms subject to their confirmation for attending the same at least one day in advance. The purpose of the Pre- Bid meeting will be to clarify issues on Proposal and to answer queries on any matter that may be raised at that stage. No queries received after pre-Bid meeting will be entertained. The queries shall be sent by email in the **word format** as under on email sudin.prabhudessai@mptgoa.gov.in so as to reach the Chief Engineer not later than Two days before the date of Pre-Bid meeting:-

Sr. No.	Clause No	Page No	Query

Questions raised by bidders in writing and reply of port thereof will be furnished only on e-procurement/port website.

19. SCHEDULE OF BIDDING PROCESS:

MPA has fixed the schedule for this bid which has been mentioned in **Tender Activity Sheet**. In order to meet the target dates, all bidders are requested to respond expeditiously to inquiries during the evaluation process.



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MORMUGAO PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

Tender No. CE/38/2023

Appointment of Technical Consultant Cum Transaction & Financial Advisor for “Proposed Development of Dockyard/Ship Repair Yard in place of existing Barge Jetties” at Mormugao Port

GENERAL CONDITIONS OF CONTRACT

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

(a) "Employer" means The Board of Authority of the Port of Mormugao, a body incorporated under the Major Port Authority Act, 2021, acting through its Chairman, Deputy Chairman or the Chief Engineer or any other officers so nominated by the Board.

(b) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award;

(d) "Consultant/Bidder" means any entity or person that may provide or provides the Services to the Employer under the Contract.

(e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause under General Condition.

(f) "Foreign Currency" means currency in US Dollars or the currency of the home country of Consultant;

(g) "GCC" means these General Conditions of Contract;

(h) "Government" means the Government of India; (9) "Local Currency" means Indian Rupees;

(i) "Member", in case the Consultants consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;

(j) "Personnel " means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means

such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India.

(k) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;

(l) Proposal means the Technical Proposal and the Financial Proposal

(m) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Terms of Reference hereto;

(n) "Sub-consultant" means any entity to which the Consultants subcontract any part or the Services in accordance with the provisions of General Condition;

(o) Terms of Reference "means the document included in this Bid Document, which explains the objectives, scope of work, activities, and tasks to be performed.

(p) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.

(q) "Approved / approval" means the approval in writing.

(r) "Board" means Board of the Authority of the Port of Mormugao, a body corporate under the Major Port Authority's Act, 2021 as amended from time to time.

(s) "Bidder" means the person or persons, firm or company whose tender has been accepted by the Board and includes the bidder's personal representatives, successors and permitted assignee.

(t) "Chairman" means the Chairman of the Board of Authority of the Port of Mormugao.

(u) "Chief Engineer" means the Chief Engineer of Mormugao Port Authority.

2. Relations between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultants. The Consultants, subject to this contract, have complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

3. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

4. Language

This Contract shall be executed in the English language, which shall be binding and controlling

language for all matters relating to the meaning or interpretation of this contract.

5. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, facsimile to such Party at the address given in the proposal document for issue of proposal document.

6. Authority of Member in Charge

In case the firms consist of a joint venture of more than one entity, the members hereby authorize the Member in Charge selected by the consortium members as stipulated in Joint Venture agreement submitted along with the bid, to act on their behalf in exercising all the Consultant's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

7. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the firms may be taken or executed by the authorized representative specified in bid document.

8. Effectiveness of Contract

This Contract shall come into force and effect on the date of the receipt of Employer's letter of award by the firm. This notice shall constitute agreement between Employer and the firm till formal agreement has been signed.

9. Commencement of Services

The consultants shall commence the Services within Seven days from the date of letter of award / Specific Work Order for each project issued by the Employer.

10. Expiration of Contract

Unless terminated this Contract shall expire when services have been completed and confirmed by the Employer by issuing completion Certificate.

11. Amendment to Agreement

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

12. Force Majeure-

12.1 Definition-

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

12.2 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove a Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

12.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

12.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the firms shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

12.5 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

12.6 Suspension

The Employer may, by written notice of suspension to the firms, suspend all payments to the firms hereunder if the firm fail to perform any of their obligations under this Contract, including carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the firm to remedy such failure within a period not exceeding thirty (30) days after receipt by the firm of such notice of suspension.

12.7 Termination-

(a) By the Employer

(i) The Employer may, by not less than thirty (30) days written notice of termination to the firms for the occurrence of any of the events specified hereunder, terminate this Contract.

(ii) If the firms fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.

(iii) If the firms become (or, if the firms consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(iv) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false.

(v) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(vi) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

(vii) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the employer, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

12.8 MPA reserves the right to terminate the Agreement with one month notice on the grounds such as un-satisfactory work, un-due and inordinate delay in submission of tender documents, unreasonable intermediate Claims, Display of Non Co- ordination and Non-Liaison during execution of work, etc. The Balance work will be carried out by the Mormugao Port at the risk and cost of the firm. The Performance Guarantee and security Deposit shall be forfeited in case of termination of contract. The decision of the MPA in this regard shall be final and binding upon the firm.

12.9 By the Consultants

The firms may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified hereunder, terminate this Contract;

(a) If the Employer fails to pay any money due to the firms pursuant to this Contract other than the amount in dispute within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue.

(b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the firms may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;

(c) If, as the result of Force Majeure, the firms are unable to perform a material portion of the Services for a period of not less than sixty (60)days;

12.10 SETTLEMENT OF DISPUTES

(A). Amicable Settlement of Disputes:

If any dispute or differences or claims of any kind arises between the **Mormugao Port Authority** and the **Contractor** in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, and so notified in writing by either Party to the other party refer the disputes to the **Chairman of Mormugao Port Authority** and **Contractor** as the case may be for amicable settlement, and upon such reference, the said persons shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the such dispute, difference or claim.

(B). Conciliation:

If such meeting does not take place within 15 (fifteen) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause (1) or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee **constituted by the Indian Ports Association and approved and appointed by the Board of Mormugao Port Authority** as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard operating procedures for conciliation & settlement of disputes contained in the policy guidelines **circulated by the Indian Ports Association and approved and appointed by the Board of Mormugao Port Authority** on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations / decision of the committee is not acceptable to any of the party. It shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 3 or 4.

(C). Arbitration

(a) Any Dispute which is not resolved amicably as provided in Clause 1 and/or 2 shall be finally settled by arbitration as set forth below: -

- (i) The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration &

- Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.
- (ii) The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time.
 - (iii) The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties shall be English.
 - (iv) The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.

(D). Adjudication by Adjudicatory Board

In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the **Contractor** and the **Mormugoa Port Authority**, all disputes not settled under Clause 2 through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or controversy of whatsoever nature again under Clause 3 and the adjudication hereunder shall be final and binding.

- (E).** In addition to above, any other mechanism to resolve the dispute as per the directives of Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

12.11 Cessation of Rights and Obligations

Upon termination of this Contract or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except;

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in General Condition hereof;
- (iii) Any right which a Party may have under the Applicable Law.

12.12 Cessation of Services

Upon termination of this Contract by notice of either Party to the other the firms shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the firms and materials furnished by the Employer, it should be handed over to MPA.

12.13 Payment upon Termination

Upon termination of this Contract the Employer shall make the payments to the firms for Services satisfactorily performed prior to the effective date of termination; after offsetting against these payments any amount that may be due from the Consultant:

13. Obligations of the firms-

13.1 Standard of Performance

The firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-consultants or Third Parties.

14. Law Governing Services-

The firm shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants, as well as the Personnel and agents of the firm and any sub-consultants, comply with the Applicable Law.

15. Conflict of Interests

15.1 Firms not to Benefit from Commissions, Discounts etc.

The remuneration of the firms shall constitute the firms sole remuneration in connection with this Contract or the Services and, the firms shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the firm shall use their best efforts to ensure that any sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

15.2 Firms and Affiliates not to engage in certain Activities

The firm agree that, during the term of this Contract and after its termination, the firm and any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant; shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

15.3 Prohibition of Conflicting Activities:

Neither the firm nor their sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities objectionable to Employer.

16. Confidentially

The firms and their sub-consultants and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

17. INDEMNIFICATIONS:-

(a) The Consultant shall indemnify, protect and defend at the firm's own expense, the Employer and its agents and employees from and against any and all actions, claims, losses or damages arising out of any violation by the firm or in the course of the services of any legal provisions, or any rights or third parties, in respect of literary property rights, copyrights, or patents.

(b) The firm shall indemnify, protect and defend, at the firm's own expense, the Employer, its agents and employees, from and against any and all actions, claims, losses or damages arising out of the firm's failure to exercise the skill and care required under the work provided, however;

(i) That the ceiling on the firm's liability under the Section shall be limited to 50% of the agreed fixed lump sum fee. The liability will end three (3) years after issuance of completion certificate for each contract. Such ceiling does not cover the actions, claims, losses or damages caused by the firm's gross negligence or reckless conduct, for which the firm's liability will be subject to separate evaluation.

(ii) that the firm's liability under this Section shall be limited to actions ,claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

(a) In addition to any liability the firm may have under the contract, the firm shall at its own cost and expense, upon request from MPA re-performs the Services.

(b) Anything in Sections to the contrary notwithstanding, the firm shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) MPA over riding a decision for recommendation of the firm or requiring the firm to implement a decision or recommendation with which the firm does not agree, or (ii) the improper execution of the firm's instructions by the contractors.

18. Accounting, Inspection and Auditing

The firm shall follow standard accounting practices for maintaining their accounts and shall permit the nominated or authorized representatives of Employer to inspect the firm's account and records related to the performance of the firm, if so required by the Employer.

19. Consultants' Actions requiring Employer's prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) Appointing such members of the Personnel which are not listed ("Consultants' sub-consultants' and Key Personnel");

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii)

that the firm shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract;

20. Documents Prepared by the Consultants to be the Property of Employer

All plans, drawings, specifications, designs, reports correspondence and other documents prepared by the firm in performing the Services shall become and remain the property of the Employer, and the firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The firms shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

21. Equipment and Materials Furnished by the Employer

Equipment and materials made available to the firm by the Employer, or purchased by the firm with funds provided by the Employer separately, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the firm shall make available to the Employer an inventory of such equipment and materials and shall hand over such equipment and materials to the Employer.

22. Working Hours, Overtime, Leave, etc.

Working hours of key personnel shall normally be 10 hours a day and six days a week. However, the consultant has to complete the job in prescribed time frame and the Employer shall not make any payment for any overtime.

23. Substitution of Key Personnel

The Employer will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

24. Removal of Personnel-

If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the firm shall, at the Employer's written request specifying the grounds therefore, forthwith, provide as a replacement a person with qualifications and experience acceptable to the Employer.

25. Obligations of the Employer

25.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the MPA shall:

(a) Provide the firm, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the firm, Sub-consultants or Personnel to perform the Services;

(b) Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

- (c) Facilitate prompt clearance through customs of any property required for the Services;
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) Assist the firm and the Personnel and any Sub-consultants employed by the firm for the Services for any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity according to the Applicable Law;
- (f) Grant to the firm, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into India reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- (g) Provide to the firm, Sub-consultants and Personnel any such other assistance as may be required from time to time.

26. Change in the Applicable Law

If, after the closing date of bid submission, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or expenses incurred by the firm in performing the Services, then the payment to be made to consultants under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the quoted amounts specified in the accepted offer.

27. Payments to the Consultants

27.1 Cost Estimates

The Employer shall pay the firm for normal Services in accordance with the Conditions of the tender and shall pay for Additional Services if any ordered by the Employer in writing at rates and prices which are agreed mutually.

27.2 Remuneration and Reimbursable Expenditures

It is understood that the total fees quoted by firm cover (A) such salaries and allowances as the firms shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of back supporting staff not included in the Personnel list and (C) the Consultants' fee, (D) bonuses or other means of profit-sharing, if any, and (E) all other expenditure involved in providing the services as per the agreement which are not specifically stated hereinabove.

28. Fairness and Good Faith

The Parties undertake to act in good faith with respect to each other's right under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

29. Settlement of Disputes

Please refer Clause no 12.10 of GCC

30. Liquidated Damages

30.1 Liquidated Damages for error /variation.

In case any error or variation is detected in the reports submitted by the firm and such error or variation; is the result of negligence or lack of due diligence on the part of the firm, the consequential damages there of shall be qualifying the authority in the reasonable manner and recovered from the firm by way of deemed liquidated damages, subject to maximum of Agreement value.

30.2 Liquidated Damages for delay.

In case of delay in completion of Services for submitting the reports / deliverables within the time period, liquidated damages @ rate of 0.2% (zero point two percent) of the Agreement Value per day will be charged till the completion of activity. However, a maximum amount of liquidated damages will be limited to 10% (ten percent) of the Agreement Value. It shall be imposed and shall be recovered by appropriation from payments due or Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the firm, suitable extension of time shall be granted.

30.3 Encashment and appropriation of Performance Security and Retention Money.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security and Retention money, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages.

30.4 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified warning may be issued to the firm for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the MPA, other penal action including debarring for a specified period may also be initiated as per policy of the MPA.

31. Extension of time for completion of assignment

Should the quantum of extra or additional work / services / studies of any kind whatsoever which may occur be such as may in the opinion of the Engineer fairly entitle the firm to an extension of time for the completion of the work the Engineer shall determine the period of such extension, subject to the condition that any and every extension of time granted by the Engineer shall be deemed to be in full compensation and satisfaction for and in respect of any and every actual or possible loss damage or injury sustained or sustainable by the Consultant in respect of the cause or causes giving rise to such extension. Provided further that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the firm has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the Engineer's Representative particulars of any claim to an extension of time to which he may consider himself entitled in order that such claim may be investigated at that time.

(Not Applicable)

**MORMUGAO PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Tender No. CE/38/2023

**Appointment of Technical Consultant Cum Transaction & Financial Advisor for
“Proposed Development of Dockyard/Ship Repair Yard in place of existing Barge
Jetties” at Mormugao Port**

PROFORMA OF PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ **day of the month of _____ 2023**, between, on one hand, the Board of Authority of Mormugao Port Authority acting through _____, (Chief Engineer)), Mormugao Port Authority (hereinafter called the 'EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ Represented by _____, Director, (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

- (i) WHEREAS the 'EMPLOYER' has invited bids for the “Appointment of Technical cum Transaction Adviser and Financial Consultant for Establishment of Ship Repair Yard at Mormugao” (Hereinafter referred to as the “Outsourcing Premises”)

and the BIDDER is submitting his bid for the project and WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/constituted in accordance with the relevant law in the matter and the 'EMPLOYER' is Mormugao Port Authority.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the EMPLOYER to obtain the desired said stores/equipment/ services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortion impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure

the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1.0 Commitments of the 'EMPLOYER'

- 1.1 The 'EMPLOYER' undertakes that no official of the 'EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The 'EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the 'EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'EMPLOYER' the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

- 3.0 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' connected directly or indirectly

with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the 'EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'EMPLOYER' or alternatively, if any relative of an officer of the 'EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'EMPLOYER'.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 30,000/- as Earnest Money/Security Deposit, with the 'EMPLOYER' through any of the following instruments:
 - (i) E-mode or Demand Draft in favour of FA & CAO , MPA Vasco or in the form of Bank Guarantee from an Indian Nationalised Bank/ Scheduled Bank having branch in Goa.
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EMPLOYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions

for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'EMPLOYER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'EMPLOYER' and the 'EMPLOYER' shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing MCLR of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EMPLOYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'EMPLOYER' resulting from such

cancellation/rescission and the 'EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'EMPLOYER' or take action as per the procedure mentioned in the "Guidelines on Banning of Business dealings." Copy of the Guidelines on Banning of business dealings" is annexed and marked as Annexure.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the BIDDER, the same shall not be opened.
- (ix) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (x) Forfeiture of Performance Guarantee in case of a decision by the 'EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The 'EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the 'EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Failure Clause

7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'EMPLOYER', if the contract has already been concluded.

8. Independent Monitors

8.1 The 'EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER,
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the EMPLOYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

The parties hereby sign this Integrity Pact at _____ on _____ 2023

EMPLOYER

BIDDER.

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign bidders.

**APPLICATION LETTER
(On the Letter head of the Bidder)**

**The Chief Engineer
Mormugao Port Authority
Headland, Sada
Goa- 403804**

Tender No. CE/38/2023

**Appointment of Technical Consultant Cum Transaction & Financial Advisor for
“Proposed Development of Dockyard/Ship Repair Yard in place of existing Barge
Jetties” at Mormugao Port**

Sir,

Being duly authorized to represent and act on behalf of.....
(Hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the Proposal document and information provided, the undersigned hereby apply for the project referred above. We confirm the validity of the proposal for 90 days from the date of opening of Financial Proposal.

We are enclosing our Proposal including Technical Proposal and Financial Proposal in one original plus one copy, with the details as per the requirements of the Proposal Documents, for your evaluation.

.....
Signature
(Authorized Signatory)

BIO – DATA
(To be submitted on letterhead)

CURRICULUM VITAE (CV) OF KEY PERSONNEL:

- 1. PROPOSED POSITION FOR PRESENT ASSIGNMENT:**
- 2. NAME OF PERSONNEL:**
- 3. DATE OF BIRTH:**
- 4. NATIONALITY:**
- 5. EDUCATIONAL /QUALIFICATION:**
- 6. WORKING IN THE FIRM SINCE:**
- 7. TOTAL WORK EXPERIENCE:**
- 8. EMPLOYMENT RECORD:** (STARTING WITH PRESENT POSITION, PERIOD, EMPLOYER - POSITION HELD AND DESCRIPTION OF DUTIES)
- 9. NO OF ELIGIBLE COMPLETED PROJECTS:**
- 10. DETAILS OF ELIGIBLE PROJECTS:**
- 11. DETAILED TASKS ASSIGNED:** Work undertaken be illustrates, capacity to handle the tasks assigned.
 (List the tasks one by one giving list of project name and component, year, position held, exact duties rendered with time spent on each project).
- 12. CERTIFICATE**
 I, the undersigned, certify that, to my knowledge and belief this bio data correctly describes myself, my qualifications and experience.

Place: _____ (Signature and the Name of Key Personnel)

SIGNATURE AND NAME OF AUTHORIZED SIGNATORY OF THE BIDDER

With Company seal:

Date of Signing:

Notes:

1. Use separate form for each Key Personnel.
2. Each page of the CV shall be signed by both the Personnel concerned and by the Authorized Representative of the bidder along with the seal of the firm.
3. Attach self-attested copy of the professional qualification certificate / Membership certificate for each key personnel.
4. If the self-attested copy of professional qualification certificate / Membership certificate is not furnished, such key person will not be considered for evaluation.
5. Age of Key Personnel shall not exceed 70 years as on due date of submission
6. Only completed Projects shall be considered for the purpose of Evaluation

FINANCIAL PROPOSAL

Tender Inviting Authority: MORMUGAO PORT AUTHORITY, ENGINEERING CIVIL DEPARTMENT

Name of Work: A Appointment of Technical Consultant Cum Transaction & Financial Advisor for “Proposed Development of Dockyard/Ship Repair Yard in place of existing Barge Jetties” at Mormugao Port

Tender No: CE / 38/2023

PRICE SCHEDULE

(This BOQ template must not be modified / replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender.)

Sr No.	Description	Qty	Units	BASIC RATE In Figures	TOTAL AMOUNT	TOTAL AMOUNT In Words
				Rs. P	Rs. P	
1	2	3	4	5	6	7
1	Preparation of Techno Feasibility Report and Formulation of SFC Document as per ToR	1	LS			
<p>Note: 1. Price offer for Project assignment shall be inclusive of all taxes (Excluding GST which is reimbursable as per actuals), incidentals, overheads, traveling expenses, printing and binding of reports, presentation to the various Authorities in Goa, Ministry at Delhi, all sundries etc. complete for execution of this assignment covering scope as stipulated in "Scope of work and Payment Terms".</p> <p>2. The above format is not to be filled while submitting the Technical Bid. This format is to be filled and submit only in the Financial Bid (Cover –II).</p> <p>3. Bids shall be evaluated based on QCBS System.</p>						

It is certified that I/ we have written the unit rates in figures and words.
Name and Address of the Bidder

Signature of the Bidder

FORM OF AGREEMENT DRAFT OF CONTRACT AGREEMENT

This Agreement (hereinafter together withannexures attached hereto called the Agreement) made at Mormugao the _____ day of _____
_____2022 between BOARD OF MORMUGAO PORT AUTHORITY constituted under the Major Port Authorities Act, 2021 (hereinafter called "the Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Authority of the Port of Mormugao its successors and assigns) of the ONE PART and _____ of _____ (mention city where located) carrying on business in partnership in the firm name and style of _____ having registered with the Income Tax Department of Government of India No. _____ / No. _____ having their / his office at _____ the company being registered under the Indian Companies Act,1956/_____ and having its registered office at _____ (hereinafter called "the Consultant/s" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the person named, his or her survivor or survivors of them, the heirs executors, legal representatives and administrators of such last survivor and their/ his or her permitted assigns/ the company named its successors and permitted assigns) of the OTHERPART.

WHEREAS the Board invited offers for _____

AND WHERE AS the Consultant/s submitted his / their / its offer dated _____ which was subject to the terms and conditions as contained in his/ their/ its letters referred to in the Schedule `A' hereto respectively and which tender is subject to the said terms and conditions was accepted by the Board by the letter of _____(Designation of HOD) bearing No. _____ dated _____

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - a) The Tender Document
 - b) Pre-bid minutes (Only If pre-bid meeting is held.)
 - c) Clarification issued to the queries of the bidders (Only If pre-bid meeting is held.)
 - d) The Consultants' and the _____'s
(Mention the designation of the HOD) letters referred in the Schedule `A' hereto, and
 - e) The acceptance of the Tender by the said letter dated the _____ day
of 200_____ from the _____ (Mention the designation of the
HOD) of the Board to the Consultant/s.

3. In consideration of the payments to be made by the Board to the Consultant/s as hereinafter mentioned, the Consultants DO and each of them DOTH severally and jointly HEREBY CONVENANT with the Board to carry out and complete within the stipulated period (time being the essence of this contract) the work of _____ and all other ancillary work as described in the tender documents, in accordance with the specifications and in conformity in all respects with the provisions of the Contract (hereinafter collectively called "the Contract work").

4. The BOARD DOTH HEREBY CONVENANT to pay to the Consultant/s, in consideration of the Consultant/s carrying out and completing within the stipulated period (time being the essence of this contract) the contract work to the entire satisfaction of the _____ of the Board in all respects, the contract price (mention the designation of the HOD)

OR

 Quoted by the Consultant/s * (after taking into account the rebates offered by the Consultant/s) at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the Consultant/s has/ have hereunto subscribed and set his/ their respective hands and Seal/s _____ or the duly Constituted Attorney of and for and on behalf of the Consultant/s has/have hereunto subscribed and set his/ their hand and seal/s the Common Seal of the Consultants hath been hereunto affixed and _____ (Designation of HOD) of the Board of Authority of the Port of Mormugao for and on behalf of the Board has set his hand and seal and the Common Seal of the Board hath been hereunto affixed the day and year first above written.

* strike out if there is no rebate.

THE SCHEDULE `A' ABOVE REFERRED TO

(The Schedule of letters)

(Here please mention Consultant/s' and MPA's letters)

SIGNED, SEALED AND DELIVERED

by the above named _____

Constituted Attorney

_____ in the presence of _____

OR

SIGNED, SEALED AND DELIVERED by the above named _____

Signature of Consultant/s

_____ on behalf of themselves and for and on behalf of _____

_____ in the presence of _____

OR

The common seal of _____

Director

affixed pursuant to a resolution of the Board of Directors dated the _____ day of _____ 2022 in the presence of _____

and _____ two of the Directors of the said Company DELIVERED by _____

Director SIGNED, SEALED AND

(Name & Designation of HOD) for and on behalf of the Board of Authority of the Port of Mormugao in the presence of _____

(Designation of HOD concerned)

The Common Seal of the Board of Authority of the Port of Mormugao was affixed in the presence of _____ Secretary Mormugao Port Authority

**MORMUGAO PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Tender No. CE/ 38 /2023

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be submitted by the successful Bidder after issue of LOA)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing bank shall be from a Nationalized Bank having its branch in Vasco)

KNOW ALL BY THESE PRESENT that (The name of Bank)_____

a banking corporation carrying on banking business including Guarantees at Mormugao and other places and having its office at _____(hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns);

WHEREAS Board of Mormugao Port Authority constituted under the Major Port Authorities Act, 2021 (hereinafter called 'The Board' which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited proposals for:

“Appointment of Technical Cum Transaction Adviser & Financial Consultant for Establishment of Ship Repair Yard” at Mormugao Port”

(Hereinafter called the "Assignment") as per conditions and Terms of Reference covered under the 'Proposal Document'.

AND WHEREAS (Name of Consultant _____) (hereinafter called the 'Consultant') has offered to carry out the assignment as specified in Terms of Reference and Conditions included in the 'Proposal Document'.

AND WHEREAS the Board has accepted the Proposal of M/s. _____(Name of Consultant) (vide its letter No. _____ dated _____ day of _____ 2022. AND WHEREAS it is one of the conditions of the accepted proposal that the (Name of the Consultant) M/s. _____ should interalia furnish a guarantee of a Nationalized Bank having its branch in Vasco for a sum of Rs. _____ (Rupees _____ only) being 3% of the Award price as security for the due performance of terms and conditions subject to which the said 'Proposal' has been accepted by the Board.

AND WHEREAS the M/s. _____(Name of Consultant) have requested the Bank to give the said guarantee and the Bank has agreed to do

so on the manner hereafter appearing. NOW THIS INDENTURE WITNESSETH THAT the Bank doth hereby stand surety for the said sum of Rs. _____ (Rupees _____ only).

AND DOT H HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Board upon demand in writing whenever required by it from time to time so to do without referring to the (Consultants name) _____ and without questioning the right of the Board to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of Rs. _____ (Rupees: _____) as may become payable to the Board by the Consultant by virtue or arising out of the above mentioned 'Proposal' or by reason of any breach of non-performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Assignment by M/s. __ (Name of Consultant) in respect of which the decision of the Board shall be final and legally binding and this indenture further witnessed that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Board to M/s. _____ (Name of Consultant) with regard to the performance of the Assignment but this indenture shall remain in full force and effect until all the dues of the Board under or by virtue of the said Assignment have been fully paid and the M/s _____ (Name of Consultant) has / have duly fulfilled

his / their obligations under the Assignment and the terms and conditions of the Assignment has been fully complied with and that M/s. _____ (Name of Consultant) has executed the Assignment to the satisfaction of the Board. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Board that the Board shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said Assignment or to extend the time of performance by Board or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against M/s. _____ (Name of Consultant) and to bear or enforce any of the terms and conditions relating to the said Assignment and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the M/s. _____ (Name of Consultant) or for any in forbearance indulgence by the Board to the M/s. _____ (Name of Consultant) 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 them.

And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force upto and inclusive of the _____ day of _____, subject to the

valid invocation of the guarantee by the beneficiary before the date of expiry if the contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of completion certificate to be issued by the Board and the said Bank doth hereby further covenant and declare that if the said _____ do not obtain and furnish renewals of _____ this Guarantee for a further period of one year to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals there of as to keep the same valid and subsisting till the date of completion certificate to be issued by the Board and for 3 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board.

And the Bank further declares that notwithstanding anything to the contrary contained hereinabove the Bank's Liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of completion certificate to be issued by the Board all the rights of the Board under the guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

Notwithstanding anything to the contrary contained herein: -

Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).

This bank guarantee shall be valid upto _____ and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a claim or demand on or before. _____

SIGNED SEALED AND DELIVERED:

by the withnamed _____

_____ through its duly constituted Attorney /s

_____ in the presence of.

ELECTRONIC CLEARING SERVICE MANDATE FORM

To: _____ From: _____
 (Firm's Name & Address)

(Name of Department) Mormugao Port Authority

Sub: Payment through NEFT/RTGS/ECS system

Ref: Tender No. _____

Kindly arrange the payment of our bills/EMD through NEFT/RTGS/ECS system. The details of our bankers are as under:

1. MPA Registration No./Tender No./ Party's Bill No. or any other reference in terms of which payment is due : _____
2. Bank's Name : _____
3. Bank's Address & Telephone Number : _____
4. 9 digit MICR Code No. of the Bank Branch : _____
5. IFSC Code : _____
6. Type of Account : _____
 (Saving/Current/Cash Credit)
7. Ledger Folio No. : _____
 Account No. along with proof (photocopy of blank cheque) : _____
8. Permanent Account Number : _____
9. Mobile Number : _____
 Landline No. : _____

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all due to reasons of incomplete or incorrect information, I/We would not hold the Mormugao Port Authority responsible.

Date: _____ AUTHORIZED SIGNATORY
 COMPANY SEAL AND
 STAMP

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp
 Date:

Signature of the Authorised

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. GST Registration Number : _____
14. GST Registration Code : _____
15. CST Registration Number : _____
16. Employee Provident Fund (EPF) Registration Number : _____
17. Employee State Insurance Scheme (ESIS) Registration Number : _____
18. IFSC Code : _____
19. GST IN Registration Number : _____

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act and duly notarised by a notary public. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

Know all men by these presents, we,
(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms.....
son/daughter/ wife and presently residing at..... who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Adviser and Financial Consultant for the project : "Appointment of Technical Cum Transaction Adviser & Financial Consultant for Establishment of Ship Repair Yard" at Mormugao Port", proposed to be developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

..... IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL..... HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY
.....OF, 2022

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

NOTE: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**MORMUGAO PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Tender No. CE/38/2023

**Appointment of Technical Consultant Cum Transaction & Financial Advisor for
“Proposed Development of Dockyard/Ship Repair Yard in place of existing Barge
Jetties” at Mormugao Port**

DECLARATION FORM

Sr. No.	Description	Yes / No.
1.	Agree to all terms and conditions of Tender and declare that no changes are made to the Port's original Tender Document.	
2.	Have you ever been Black listed by any Government / PSU	

Firm's Sign and Seal

Place:

Date:

(Not Applicable)

**MORMUGAO PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Tender No. CE/38 /2023

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

In consideration of the Board of Authority of Mormugao Port Authority (hereinafter called 'The Board') having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "The said Contractor(s)" for the work _____ (hereinafter called "The said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions contained in the said agreement

1. We, _____ (indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake pay to the Board an amount not exceeding Rs. _____ (Rupees _____) on demand by the Board.
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 required to meet the recoveries due or likely to be due from the said Contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under the bond shall be a valid discharge of our liability for payment there under, and the contractor (s) shall have no claim against us for making such payment.
4. We, the said Bank, further agree that the Guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged or till the Engineer-in-charge, on behalf of the Board certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s), and accordingly discharge this guarantee.

5. We _____ further agree with the Board that the Board shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contactors(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 or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).
7. We _____ lastly undertake not to revoke the Guarantee except with the previous consent of the Board in writing.
8. This Guarantee shall be valid up to _____ unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged,

Dated the _____ day of _____ for
_____ Bank.