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AN ISO 9001-2015 PORT

**MORMUGAO PORT AUTHORITY  
ENGINEERING MECHANICAL DEPARTMENT**

**RFP No.: CME / PD / VIII / 2022**

REQUEST FOR PROPOSAL (RFP)

FOR

Name of the Work: **“Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA ”**

Executive Engineer (P & D)  
Engineering Mechanical Department  
Mormugao Port Authority  
Headland, Sada,  
Goa – 403804  
<https://www.mptgoa.gov.in>

**MORMUGAO PORT AUTHORITY**  
**ENGINEERING MECHANICAL DEPARTMENT**

**RFP No.: CME / PD / VIII / 2022**

Name of the Work:- **“Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”**

**RFP ACTIVITY SHEET**

**RFP Schedule**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1.	RFP uploading publication date	13.09.2022	15:00 hrs.
2.	RFP Document Download start date	13.09.2022	15:00 hrs.
3.	Pre-proposal Meeting Date (Receipt of Pre-proposal queries Two days prior to Pre-proposal meeting)	20.09.2022	11:00 hrs.
4.	Proposal Submission Date	10.10.2022	11:00 hrs.
5.	Proposal Opening Date (Cover – I)	10.10.2022	11:30 hrs.
7.	Financial Proposal (Cover – II)	Will be intimated to the Qualified Applicants	

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RFP No.: CME / PD / VIII / 2022

Name of the Work:- “Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”

**RFP INFORMATION**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of Work	<b>Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA.</b>
2.	Scope of Work in Brief	<p>The consultant for the work shall prepare Detailed Project Report (DPR) by considering requirements as stipulated in the scope of work at Section – II. Other works include:-</p> <ul style="list-style-type: none"><li>• Check the adequacy and shortcomings of the firefighting system including pumps and other equipment installed at Berth No. 8 of MPA in detail for handling POL products, Oil, Gas &amp; Chemicals as per Oil Industry Safety Directorate (OISD-156) norms / guidelines and to make the firefighting system OISD-156 / Petroleum and Explosives Safety Organization (PESO) Compliant. Submission of estimate (detailed measurement, rate analysis and abstract estimate), &amp; submission of Detailed Project Report on recommendation of design.</li><li>• Submission of Tender document and Tender drawings for identified works, attending pre-bid meeting, tender evaluation etc.</li><li>• Vetting by the Consultant, the Drawing, Design data, Design Calculations, QAPs, Milestones/Bar Charts, document etc. as the case may be, and forwarding to the Third Party Agency appointed by MPA for final verification/Approval.</li><li>• Supervision by the Consultant in coordination with Third Party Agency appointed by MPA, following works of the firefighting system at Berth no.8 of MPA carried out by the Contractor<ol style="list-style-type: none"><li>i) Design, manufacture, inspection of spares and bought out items at manufacturer works and/or at site</li><li>ii) Erection and installation</li><li>iii) Testing and commissioning</li></ol></li><li>• Obtaining of PESO Certificate through Contractor and handover the same to MPA after:<ol style="list-style-type: none"><li>i) Vetting of As-built drawings submitted by the contractor</li><li>ii) Getting final approval for the drawings from the Third Party Inspection Agency appointed by the Port and</li><li>iii) Submission of the approved drawings to PESO for their approval.</li></ol></li></ul>

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
3.	Mode of RFP	Open Tender (Two Cover System)
4.	Technical Proposal	Applicants has to submit Technical Proposal in Cover – I
5	Financial Proposal	Applicants has to submit Financial Proposal in Cover – II
6.	RFP Document Fee	Rs. 2,360/- (Rupees two thousand three hundred sixty only) inclusive of 18% GST - Non-refundable or exemption certificate as per Clause No. 1.8.4 of Section – I .  Exemption towards payment of RFP Document Fee will be extended only to Micro and Small Enterprises.
7.	Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees fifty thousand only) or exemption certificate as per Clause No. 1.8.4 of Section – I.  Exemption towards payment of EMD will be extended only to Micro and Small Enterprises.
8.	Performance Security	03% (three percent) of the contract value to be furnished within 15 days of placement of Letter of Acceptance (LOA)
9.	Completion Period	As indicated in clause no. 2.7 (Deliverables) of Section – II
10.	Validity of Offer	120 days from the Proposal Due Date
11.	Joint venture (JV)	Not Allowed
12.	Make In India	The provisions of Public Procurement (Preference Make in India) Order 2017 and subsequent amendments shall be applicable.
13.	Contact Details	Executive Engineer (P & D), Office of Chief Mechanical Engineer, Mormugao Port Authority, Main A.O. Bldg. Headland Sada – Goa  Phone :0832 – 2594227 / 2594228 / 2594230
14.	Website	<a href="https://mptgoa.gov.in/tender/">https://mptgoa.gov.in/tender/</a>

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Name of the Work:- “Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”

**ELECTRONIC PAYMENT SYSTEM MANDATE FORM**

The details for processing the payment through NEFT/RTGS/Net Banking as below:-

1.	Name of the Beneficiary	<b>MORMUGAO PORT AUTHORITY</b>
2.	Address of the Beneficiary with PIN Code	<b>Administrative Office Building, Headland Sada, Goa – 403 804.</b>
3.	PAN Number	<b>AAALM0293P</b>
4.	Name & Mobile Number of responsible person	<b>Sanjay Kulkarni, (Chief Cashier) 9765617087, 2594417</b>
5.	Name of the Bank & Branch	<b>STATE BANK OF INDIA, Mormugao Harbour Branch</b>
6.	Bank Telephone Number	<b>0832-2520212</b>
7.	Address of the Bank	<b>STATE BANK OF INDIA, Mormugao Harbour, Goa-403803</b>
8.	MICR Code of the Bank	<b>403002024</b>
9.	IFSC Code No.	<b>SBIN0002164</b>
10.	Type of Account and Branch Code	<b>Current Account Branch Code: 002164</b>
11.	Account number of the Bank	<b>10438017048 (MPA General Account)</b>
12.	Beneficiary E-mail ID	<b>cashmpt@mptgoa.gov.in</b>

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Name of the Work:- **“Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”**

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Name of the Work:- **“Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”**

**DISCLAIMER**

1. The information contained in this Request for Proposal (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of MPA 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. The issue of this RFP does not imply that MPA is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and MPA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
8. 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**Executive Engineer (P & D)**  
**Engineering Mechanical Department**



## Section – I

### **MORMUGAO PORT AUTHORITY** **ENGINEERING MECHANICAL DEPARTMENT**

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Name of the Work : - **“Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”**

#### **1.0 INTRODUCTION**

##### **1.1 BACKGROUND**

1.1.1 Mormugao Port Authority (MPA) is one of the oldest Indian Ports located on the west coast of India. MPA, incepted as the seventh Major Port of India in 1963, is an ISO 9001:2015 Certified Port. MPA has been declared ISPS Code Compliant and has been issued the Statement of Compliance of Port Facility for successfully implementing the mandatory provisions of International Ship and Port Facility Security, which came into force from 1<sup>st</sup> July, 2004. The berth No.8 of MPA is designed to handle POL, Oil, Gas and other chemical products from vessels and is having the rated capacity of 5 MTPA of POL cargo. However, the permitted capacity is 1.0 MTPA.

MPA is inviting RFP from reputed Consultancy firms for providing consultancy work for augmentation of firefighting facilities at Berth No. 8 of MPA to handle POL products, Oil, Gas & Chemicals and to make the firefighting system OISD-156 / PESO Compliant.

The Project for augmentation of firefighting facilities at Berth No. 8 of MPA involves ‘Design, Manufacture, Supply, Installation, Testing and Commissioning of Firefighting facility at Berth No. 8 of MPA to handle POL products, Oil, Gas & Chemicals and to make the firefighting system OISD-156 / PESO Compliant’ (the “**Project**”).

In order to invite tender for the Project, MPA proposes to appoint a Consultant for the Project. The scope of the work and the responsibilities of the Consultant for the consultancy services are detailed in the Terms of Reference (TOR).

1.1.2 The overall selection of the Consultant shall be on Quality Cum Cost based Selection (QCCBS), to undertake the duties and perform the functions as set forth in Terms of Reference of this RFP document.

1.1.3 The process of selection of the **Consultant** consisting of professionals, experts in the Technical field, for providing the Consultancy services for the Project shall be as per the Clause No. 3.5 and Clause No. 3.6.

##### **1.2 REQUEST FOR THE PROPOSAL**

1.2.1 Mormugao Port Authority (MPA), Ministry of Ports, Shipping and Waterways, Government of India, intends to invite tender for “Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA” from eligible and experienced consultancy firms/companies in two-cover system (OFFLINE MODE) as per requirements of RFP on QCCBS system.

1.2.2 A Consultant shall be selected through an open competition bidding process in accordance with the procedure set out herein.

- 1.2.3 Interested eligible Applicants may obtain further information and inspect the RFP documents at the MPA website from <https://mptgoa.gov.in/tender/>

### **1.3 DUE DILIGENCE BY APPLICANTS**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the proposal by paying a visit to the Authority and the project site, sending written queries to the Authority; and attending a Pre-Proposal Conference on the date and time specified in RFP document.

### **1.4 SALE OF RFP DOCUMENT**

RFP document can be downloaded from the Port's website <https://mptgoa.gov.in/tender/>. RFP document fee of Rs. 2,360/- (Rupees two thousand three hundred sixty only) inclusive of 18% GST as per Clause No. 1.8.2 of Section-I shall be submitted along with the proposal document to be included in Cover No.1, except in the case of MSME Applicants as per Clause No. 1.8.4. Exemption towards payment of RFP Document Fee shall be extended only to Micro and Small Enterprises.

### **1.5 VALIDITY OF THE PROPOSAL**

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the 'PDD')

### **1.6 BRIEF DESCRIPTION OF THE SELECTION PROCESS**

The Authority has adopted a two stage selection process (collectively the 'Selection Process') in evaluating the proposals comprising of technical and financial Proposals to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause no. 3.6. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause no. 3.7. In the second stage, a financial evaluation will be carried out as specified in Clause no. 3.8. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause no. 3.9. The first ranked Applicant shall be selected for negotiation (the 'Selected Applicant') while the second ranked Applicant will be kept in reserve.

### **1.7 PROCEDURE FOR OBTAINING PROPOSAL DOCUMENTS**

- 1.7.1 Interested Applicants will have to download the RFP document from MPA website <https://mptgoa.gov.in/tender/>.

- 1.7.2 The downloading of the Proposal 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.

- 1.7.3 The Applicant is responsible to download Addendums/Amendments/Errata/replies to the queries of the Applicant etc. if any, issued by the MPA, from web site before the submission of the Proposal Document. Any shortfall in submissions of the said Addendum/Amendments/Errata/replies to the queries of the Proposal document, etc. along with the downloaded documents while submitting the Proposal documents, in which case RFP may not be considered further.

### **1.8 PROPOSAL SUBMISSION**

A two-stage selection process has been adopted in evaluating the Proposals in two cover system.

- 1.8.1 The Applicant shall submit the **Proposal (Original)** in **hard bound form only** with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed and stamped by the Authorized Representative of the Applicant. The Applicant shall be responsible for the accuracy and correctness of the document as per the version uploaded by the MPA and shall ensure that there are no changes caused in the content of the document. In case of

any discrepancy between the downloaded RFP document and the original RFP document issued by the MPA, the later shall prevail.

- 1.8.2 RFP Document Fee shall be of Rs. 2,360/- (Rupees two thousand three hundred sixty only) inclusive of 18% GST, Non-refundable. The payments shall be made by e-payment only. e-payment receipt towards RFP document fee shall be submitted along with the Technical Proposal. Failure in submission of RFP document fee will render the Applicants disqualified, except in the case as per Clause No. 1.8.4. Exemption towards payment of RFP Document Fee shall be extended only to Micro and Small Enterprises. The details for processing the e-payment through RTGS are detailed at Pg. 5 (electronic payment system mandate form).
- 1.8.3 Earnest Money Deposit (EMD) shall be for Rs. 50,000/- (Rupees fifty thousand only). e-payment receipt towards EMD shall be submitted along with the Technical Proposal. Failure in submission of EMD will render the Applicants disqualified, except in the case as per clause No. 1.8.4 below. Exemption towards payment of EMD will be extended only to Micro and Small Enterprises.
- 1.8.4 Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD and RFP document fee on producing self-attested supporting certificates along with Technical Proposal.
- 1.8.5 The Proposal shall be sealed in an outer envelope, which will bear the address of the MPA, RFP document number, Consultancy Services firm name and the name and address of the Applicant. It shall bear on top, the following:  
**“Do not open, except in presence of the authorized person of the MPA”**  
If the envelope is not sealed and marked as instructed above, the MPA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.
- 1.8.6 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked **‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’**.
- (a) *The envelope marked “Technical Proposal” shall contain:*
- (i) Application in the prescribed format (Form – 1 of Appendix – I) along with entire RFP Document duly signed and stamped and Forms 2 to 16 of Appendix-I and supporting documents, duly filled, signed and stamped;
  - (ii) Copies of Applicant’s duly audited balance sheet for the preceding three years (2019-20, 2020-21 and 2021-22);
  - (iii) Earnest Money Deposit (EMD) as specified in Clause No. 3.16
  - (iv) RFP document fee of Rs 2,360/-. e-payment receipt of payment towards purchase of the document;  
Note: Exemption towards payment of RFP document fees and EMD will be extended only to Micro and Small Enterprises.
  - (v) All forms in the prescribed formats, duly signed and stamped by the prescribed signatories;
  - (vi) Power of Attorney executed as per applicable law (Form 3 of Appendix – I);
  - (vii) CV’s of all Key Personnel;
  - (viii) Key Personnel proposed only if they meet the Condition of Eligibility laid down at Clause No. 3.5.2 (D) of the RFP;
  - (ix) only one CV for each position and no alternative proposal of any Key Personnel and;
  - (x) Key Personnel proposed having good working knowledge of English language;

- (b) The envelope marked “Financial Proposal” shall contain:  
The financial proposal in the prescribed format ( Appendix – II & Appendix – III ).
- 1.8.7 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 1.8.8 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 1.8.9 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 1.8.10 The Proposal shall be made in the Forms specified in this RFP document. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 1.8.11 The rates quoted by the Applicant shall be firm throughout the period of performance of the assignment up-to and including acceptance of the completion certificate by the MPA and discharge of all obligations of the Consultant under the Agreement.
- 1.8.12 Proposals will not be considered in case the Earnest Money Deposit (EMD) and RFP Document Fee is not submitted in the form and manner described above.
- 1.8.13 Proposals received after due date and time, will be considered as Late and the Proposal submitted by such Applicant will not be opened.
- 1.8.14 The Proposal documents are NOT TRANSFERABLE.
- 1.8.15 The MPA reserves the right to reject any or all the offers for the proposed work without assigning any reason thereof.
- 1.8.16 The Applicants 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 selection process to influence the selection process and have not committed any offence under the PC Act in connection with the Proposal.
- 1.8.17 The Applicants shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the Proposal.
- 1.8.18 The rates quoted by the Applicant shall be inclusive of prevailing taxes as per Govt. notifications and all other incidental charges that the Applicant may have to bear for the execution of the works. **The rates quoted by the Applicant shall be exclusive of G.S.T.** In case Government imposes any additional levies or taxes on this service during the contract period, the same will be reimbursed only on production of documentary evidence.
- 1.8.19 The successful Applicant 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 in force.

**1.9 FRAUDULENT DOCUMENTATION BY APPLICANTS**

- 1.9.1 Submission of fraudulent documents shall be treated as major violation of the selection procedure and in such cases, the Port shall resort to forfeiture of Security Deposit/ encash the Bank Guarantee of the Applicant as the case may be, apart from blacklisting the firm for the next 3 (three) years.
- 1.9.2 List of black listed Applicants will be published on Port's website.

**Executive Engineer (P & D)  
Engineering Mechanical Department**

## Section – II

### **MORMUGAO PORT AUTHORITY ENGINEERING MECHANICAL DEPARTMENT**

RFP No.: CME / PD / VIII / 2022

Name of the Work:- **“Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”**

#### **2.0 SCOPE OF WORK (TOR)**

##### **2.1 GENERAL**

- a) The MPA seeks the services of a qualified Applicant for acting as a Consultant for the **“work of augmentation of firefighting facilities at Berth No. 8 of MPA”** (the **“Consultancy”**). The Terms of Reference (the **“TOR”**) and the scope of the Consultancy for this assignment are specified below.
- b) The Consultant shall make available the Team Leader, Firefighting equipment expert and Marine construction expert, the Key Personnel to attend and participate in meetings, conferences and discussions with the MPA and shall otherwise advise on and assist the MPA in the diverse commercial, legal and Technical issues that may arise from time to time.

##### **2.2 BACKGROUND INFORMATION**

###### **2.2.1 Existing Port Facilities:**

The Berth no.8 at MPA has 3 nos. Tower monitors, 7 nos. Double Headed Fire hydrants and 7 nos. Jumbo curtain nozzles with motorized valve and orifice plate at oil Berth No.8 of Mormugao Harbor to provide salvaging operations in case of any fire at the berth. The sea water and foam solution is being used as a Fire deterrent. The details of firefighting equipments installed at Berth No. 8 is detailed below:-

- a) Remote operated Ground Monitor:  
3 nos. Ground monitor capable of discharging 5000 LPM capacity at 12.25 Kg/cm<sup>2</sup> with a horizontal throw range of 75 meters with horizontal and vertical rotation and with base operation control and remote operation control.
- b) Double Headed Hydrant :  
7 nos. Double Headed Fire hydrants are capable of discharging flow is 900 LPM @ 7.5 kg/cm<sup>2</sup> on each head. The Hydrants are situated at a Height of about 1.5M above the Ground level with orifice plates and provided below each hydrant and separate controls fitted with 63 mm instantaneous female coupling on each outlet complete with 2 Nos. hose box with stand of 15 m long hose pipe each with end coupling with nozzles.
- c) Jumbo Curtain Nozzles :  
7 nos. Jumbo curtain nozzles are with motorized valve and orifice plate, which are capable to produce dense water curtain of 20-meter radius, through 180 degree angle in vertical plane discharging at 250 LPM at an inlet pressure of 7 Kg/cm.

d) Specifications of Fire Pumps & Drive Engines

Equip-ment	Qty. (Nos.)	Water Pump Model	Capacity (LPM)	Water Pump Pressure (Kg/cm2)	Drive Engine Model	Drive Engine Make	Drive Engine HP	Drive Engine RPM	Foam Ratio
Hydrant	2	Beacon	11000	16	VTA-1710-F1	Cummins	650	1900	—
Monitor	2	Beacon	6500	10.5	NT-743-F	Cummins	255	2100	—
Foam	2	Rotodel	600	18	HA-494	Kirloskar	52	1500	6%
DG Set	1	—	100 KVA	—	NT-495-G	Cummins	127	1500	—
Jockey Pump	2	Beacon	510	7	Motor driven	Motor 415 V	Motor 20 HP	Motor 2900 RPM	—

**NOTE:**

- The above-mentioned pump house equipments were installed in the year 1996. However, Tower monitors, Hydrants, Jumbo curtains and the connecting pipelines (discharge side) were replaced in the year 2018.
- Presently, 1 no. Tower monitor, 4 nos. Double Headed Fire hydrants and 4 nos. Jumbo curtain nozzles are out of operation due to collapse of 3 nos. firefighting pipelines supplying water to these equipments. General Layout & Flow Chart of the existing system are enclosed at Annexure – IV.**

**2.2.2 Future Developments to the POL Berth No.8 of MPA**

- As regards to future developments, it is proposed to shift existing POL cargo operations of Indian Oil Corporation and Zuari Agro from MPA Berth No. 10 & 11 to Berth No 8.
- Also 5 acres of land is earmarked for handling of CNG, LNG, and LPG behind MPA Berth No. 8.
- The berth is having the rated capacity of 5 MTPA of POL cargo, however the permitted capacity is 1.0 MTPA. At present there is no proposal to re-develop the berth nor increasing the draft.
- As per Aecom report the Projection of Liquid Cargo for the year,

Item	Year 2025	Year 2035
POL product	1.8 MMPTA	2.7 MMPTA
Chemicals	1.0 MMPTA	1.9 MMPTA

- From the data available:-  
Vessel sizes between 150 to 200 mts. are being handled.  
Vessel capacities from 20,000 to 50,000 MT are being handled.

**2.2.3 Other details.**

Type of POL cargoes handled such as Aviation oil, Furnace oil, HSD, kerosene Oil, LSHSD, Motor spirit & Phosphoric acid.

- OIL - Quantity projections, typical vessel/parcel sizes and liquid bulk commodities for berth 8 are provided above.

- b) GAS - Further regarding LPG, LNG several proposals are underfoot, and provisions for same should also be considered as these are green fuels (promoted as a part of national policy)
- c) OTHERS - other liquid bulk commodities may be considered like vegetable oils and specialized liquids (chemicals, molasses etc.)

### 2.3 SCOPE OF WORK FOR CONSULTANCY SERVICES (TOR):

The scope of services to be provided by the Consultant, for carrying out the work of the augmentation of firefighting facilities at MPA Berth No. 8 to handle POL products, Oil, Gas & Chemicals and to make the firefighting system OISD-156 / PESO Compliant' shall be as follows:

- a) Shall check the adequacy and shortcomings of the existing firefighting system including pumps and other equipment installed at Berth No. 8 of MPA in detail for handling POL products, Oil, Gas & Chemicals as per OISD-156 norms / guidelines and submission of Draft DPR (Detailed Project Report) on recommendation of design to make the firefighting system OISD-156 / PESO Compliant.
- b) Shall carry out detailed engineering for the Augmentation of Fire Fighting Facilities at MPA Berth No. 8 to handle POL Products, POL products, Oil, Gas & Chemicals including Mechanical, Civil and electrical works on Turnkey basis.
- c) Shall recommend design as per the OISD guidelines and requirements, to make the firefighting system at Berth no. 8 of MPA, PESO compliant.
- d) Shall identify detailed works required to be carried out for the Project work for which tenders are to be invited on lump sum/turnkey basis.
- e) Shall prepare and submit estimate (detailed measurement, rate analysis and abstract estimate) based on the design recommended along with the draft DPR. **The copies of budgetary quotations and Govt. approved rates are to be enclosed for verification**
- f) Shall submit Final DPR (Detailed Project Report) on recommendation of design after incorporating the suggestions / requirements of the MPA.
- g) Shall submit the draft tender document and tender drawings (Including Firefighting/Mechanical, Civil & electrical works) based on the identified Project work. On approval of the draft tender document, the consultant shall submit a soft copy as well as 03 hard copies of the **final tender document** duly incorporating the comments of the Mormugao Port Authority.
- h) Shall attend the pre-bid meeting.
- i) Shall prepare replies for the pre-bid queries.
- j) Shall assist the MPA in Technical Bid evaluation, Price Bid evaluation & recommendations if any, upto award of work to the successful bidder for the Project (Contractor).
- k) Shall vet all the Drawings, Design data, Design Calculations, QAPs, Milestones/Bar Charts, documents etc. as the case may be, at every stage submitted by the Contractor and forward the same to the Third Party Agency appointed by MPA for final verification/Approval.
- l) Shall supervise in coordination with Third Party Agency appointed by MPA, following works of the firefighting system at Berth no.8 of MPA carried out by the Contractor:-
  - Design, manufacture, inspection of spares and bought out items at manufacturer works and/or atsite
  - Erection and installation
  - Testing and commissioning



- m) Project shall be implemented on Design, Supply and Commissioning basis and Contractor shall obtain necessary approvals on behalf of MPA from various Statutory Authorities that may be required for commissioning of firefighting system at Oil Berth no.8 of MPA for handling of POL products, Oil, Gas & Chemicals as detailed below; **but not limited to:**
- Chief Controller of Explosives, Nagpur, Petroleum and Explosives Safety Organization (PESO)
  - Oil Industry Safety Directorate (OISD)
  - Goa State Pollution Control Board, Panaji.
  - Any other approval for Port expansion from time to time

However, the Consultant shall provide all the technical assistance and guidance to the Contractor, if required, for obtaining the above approvals by contractor from Statutory Authorities on behalf of MPA, as per the drawings and plans prepared by contractor and approved by Consultant.

**Note: Final/Last payment due to the Consultant shall be made upon completion of all services and after handing over the PESO Certificate for Berth no. 8 to MPA.**

- n) **Shall obtain PESO Certificate through Contractor and handover the same to MPA after:**
- Vetting of As-built drawings submitted by the contractor
  - Getting final approval for the drawings from the Third Party Inspection Agency appointed by the Port and
  - Submission of the approved drawings to PESO for their approval.
- o) The consultant shall ensure that all the drawings, as-built drawings of the firefighting system at Berth no.8 of MPA are submitted with geographical co-ordinates, as these drawings are to be submitted to the BISAG team appointed by Ministry of Ports, Shipping and Waterways.
- p) The cost of all travel in connection with any presentation or site visits to be made at any place shall be borne by the Applicant.
- q) Shall attend periodical review meetings between the Applicant, Project Contractor and MPA.
- r) Shall advise the MPA in selecting alternative proposals for executing the work.
- s) Shall furnish information as may be required by the MPA in connection with the audit remarks, queries from Govt. and other financial agencies etc., till one year after successful completion of the work.
- t) Shall exercise necessary controls as directed by the MPA and submit reports that may be required by the financing agency/Govt. from time to time.
- u) Each of the above works may involve more than one activity. The Consultancy Firm shall identify these various activities, their inter-relationships, time required for preparation of drawings, submission of data sheets, execution of projects, third party inspection, tests and certification etc. and undertake action on these works as deemed feasible with a view to achieving completion of the project according to the desired time frame.
- v) The Consultant shall take into account all the provisions necessary for the firefighting system at Berth no. 8 of MPA such as Flame proof electrical fitting/panels, illumination requirement, smoke detectors, sprinkler systems, oil detection, etc. as per Dock Safety Regulations.

#### **2.4 RENDERING ADVISORY SERVICES**

The Consultant shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the MPA in respect of the Project, including but not limited to attending meetings, conferences and discussions with the MPA, and shall otherwise advise on and assist

the MPA in the diverse commercial issues that may arise from time to time.

## 2.5 TAX AND INSURANCE RELATED MATTERS

During the course of the Consultancy, the Consultant may be called upon to advice on tax and / or insurance related issues affecting the Project.

## 2.6 SCOPE NOT EXHAUSTIVE

The Scope of Services and Terms of Reference specified in this Clause 2.0 are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to appraise the project financially and assisting in legal aspects.

## 2.7 DELIVERABLES

In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. **03 hard copies and soft copy** of all the Reports mentioned herein below shall be submitted to the MPA. The deliverables shall include:

Sr. No.	Activity	Time
1.	Checking the adequacy and shortcomings of the existing firefighting system including pumps and other equipment installed at Berth No. 8 of MPA in detail for handling <b>POL products, Gas and Chemicals</b> as per OISD-156 norms/guidelines and submission of Draft DPR (Detailed Project Report) on recommendation of design to make the firefighting system OISD- 156/PESO Compliant including submission of estimate (Detailed measurement, rate analysis and abstract estimate). <b>The copies of budgetary quotations and Govt. approved rates shall be enclosed for verification.</b>	Within 45 (forty five) working days from the date of placement of LOA
2.	Submission of Preliminary Final DPR (Detailed Project Report) on recommendation of design after incorporating the suggestions/requirements of the MPA	Within 10 (Ten) working days from the date of receipt of communication from MPA regarding concurrence of draft DPR by MPA
3.	Submission of Final DPR on concurrence of Preliminary Final DPR by MPA	Within 05 (five) working days from the date of receipt of communication from MPA regarding concurrence of Preliminary Final DPR by MPA
4.	Submission of Draft tender document, tender drawings for identified works	Within 15 (fifteen) working days from the date of receipt of communication from MPA regarding acceptance of Final DPR

5.	Submission of Final tender document duly incorporating the observations by the MPA.	Within 10 (ten) working days from the date of receipt of communication from MPA regarding concurrence of Draft tender document.
6.	Attend pre-bid meeting	As per scheduled date
7.	Replies to pre-bid queries	Within 5 (five) working days from the date of submission of queries by Port.
8.	Technical bid evaluation, Price bid evaluation & recommendations if any, up to award of work to the successful bidder for the Project (Contractor).	<p><b>Technical Bid evaluation:</b> Preliminary Report within 3 (three) working days from the date of submission of document by MPA. Thereafter, Port to obtain clarifications from the bidders, if any and furnish to the consultant. Final evaluation statement for Technical bid to be submitted within 5 (five) working days from the date of submission of document by MPA.</p> <p><b>Financial Bid evaluation &amp; recommendations, if any:</b> Within 2 (two) working days from the date of submission of document by MPA.</p>
9.	Vetting by the consultant of every Drawings, Design data, Design Calculations, QAPs, Milestones/Bar Charts, document etc. as the case may be, submitted by the Contractor and forwarding the same to the Third Party Agency appointed by MPA for final verification/Approval.	Within 15 (fifteen) working days from the date of submission of each documents/drawings etc., by MPA/Contractor.
10.	Supervision by the Consultant in coordination with Third Party Agency appointed by MPA, the following works of the firefighting system at Berth no.8 of MPA carried out by the Contractor <ul style="list-style-type: none"> <li>i) Design, manufacture, inspection of spares and bought out items at manufacturer works and/or at site</li> <li>ii) Erection and installation</li> <li>iii) Testing and commissioning</li> </ul>	<b>As per the scope of work specified in the final tender document accepted by MPA.</b>

11.	Obtaining of PESO Certificate through Contractor and handover the same to MPA after: i) Vetting of As-built drawings submitted by the contractor ii) Getting final approval for the drawings from the Third Party Inspection Agency appointed by the Port and iii) Submission of the approved drawings to PESO for their approval.	Within 15 (fifteen) working days from the date of successful, testing and commissioning of the Project for firefighting system at Berth no.8 of MPA carried out by the Contractor.
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NOTE:-

- a) Timelines for Deliverables excludes the time taken by the MPA in providing the requisite documents or in conveying its comments on the reports, to the Consultant.
- b) The consultant is expected to complete the entire work as per Deliverables given above, within 130 days, excluding the deliverable indicated at item 10, which shall be as per the scope of work specified in the final tender document accepted by MPA failing which Liquidated Damages as per clause no. 4.29 shall be levied.
- c) The Consultant shall coordinate, as and when required, with all parties like TPI, contractor, external agencies if any etc. involved in the work to ensure smooth, timely and satisfactory execution of the contract work of the project.
- d) Consultant is required to do his own assessment in respect of duration (Man month basis) for deployment of Key personnel.
- e) In the event that a Project does not seem viable, the Consultant shall not proceed with the Consultancy and the same shall be terminated. Upon such termination, the Consultant shall be entitled to full payment for the Deliverables completed by it; and balance amount related to other undelivered deliverables shall not be paid, and the consultancy services shall be discontinued as per written notice from the Port to the consultant.

**2.8 TIME AND PAYMENT SCHEDULE**

- a) Subject to the provisions of the TOR, **the total duration for completion of the subject Consultancy work shall be as per clause no. 2.7 (Deliverables).**
- b) The payment schedule linked to the specified Deliverables are given below:

Sr. No.	Activity	Payment
<b>1.</b>	<b>STAGE 1</b>	
a)	On submission of Draft DPR (Detailed Project Report) on recommendation of design to make the firefighting system OISD-156 / PESO Compliant after checking the adequacy and shortcomings of the existing firefighting system including pumps and other equipment installed at Berth No. 8 of MPA in detail for handling POL products, Gas and Chemicals as per OISD-156 norms/guidelines including submission of estimate (Detailed measurement, rate analysis and abstract estimate). The copies of budgetary quotations and Govt. approved rates shall be enclosed for verification.	20% of the quoted amount

b)	Submission of Preliminary Final DPR (Detailed Project Report) on recommendation of design after incorporating the suggestions / requirements of the MPA On Submission of Final DPR on concurrence of Preliminary Final DPR by MPA	10% of the quoted amount after submission of Final DPR
c)	On submission of Draft tender document with drawings for identified works.	05% of the quoted amount
d)	On submission of Final tender document with drawings duly incorporating the observations of the MPA.	05% of the quoted amount
2.	<b>STAGE 2</b>	
a)	Replies to Pre-bid queries & Technical bid evaluation, Price Bid evaluation & recommendations if any, up to award of work to the successful bidder for the Project (Contractor).	05% of the quoted amount
3.	<b>STAGE 3</b>	
a)	On Vetting and Forwarding by the consultant the last of the Drawings, Design data, Design Calculations, QAPs, Milestones/Bar Charts, document etc. as the case may be, to the Third Party Agency appointed by MPA for final Verification/Approval.	05% of the quoted amount
b)	On carrying out Supervision by the Consultant in coordination with Third Party Agency appointed by MPA, the following works of the firefighting system at Berth no.8 of MPA carried out by the Contractor. i) Design, manufacture, inspection of spares and bought out items at manufacturer works and/or at site.	05% of the quoted amount
	ii) Erection and installation	05% of the quoted amount
	iii) Testing and commissioning	15% of the quoted amount
c)	On obtaining the PESO Certificate through Contractor and handover the same to MPA after: i) Vetting of As-built drawings submitted by the contractor. ii) Getting final approval for the drawings from the Third Party Inspection Agency appointed by the Port and iii) Submission of the approved drawings to PESO for their approval.	25% of the quoted amount
3.	<b>TOTAL</b>	<b>100%</b>

- c) Timelines for Deliverables excludes the time taken by the MPA in providing the requisite documents or in conveying its comments on the reports
- d) In case of premature closure of work, the amount payable to the consultant will be as per the deliverable completed and delivered to the Port, and the balance amount related to other undelivered deliverables shall not be paid, and the consultancy services will be discontinued as per written notice from the Port to the consultant.

- e) Payment for the Services shall be made as per the Clause no. 2.8 in respect of each Deliverable upon completion thereof.
- f) An amount of 5% of the contract value shall be recovered as the **Retention Money**, from the 1st bill against Item no. 1 of clause no. 2.8 viz. TIME AND PAYMENT SCHEDULE. The Retention Money so retained shall be released to the consultant after completion of all services and handing over the PESO certificate to MPA by the consultant.
- g) Final/Last payment due shall be made to the Consultant upon completion of all services and after obtaining PESO approval for Berth no. 8 of MPA through contractor and handing over the PESO Certificate to MPA.

## 2.9 MEETINGS

- a) The MPA may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Goa at the MPA’s office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified Bidder for the Project / the Selected Bidder for the Project / Govt. agencies or as directed by the MPA from time to time.
- b) The MPA may, in its discretion, require the Consultant to participate in extended meetings and/ or work from the offices of the MPA and the Consultant shall, on a best endeavor basis and without unreasonable delay, provide such services.

## 2.10 CONSULTANCY TEAM

The Consultant shall form a team (the “**Consultancy Team**”) for undertaking this assignment. The Consultant Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Team Leader	He shall be responsible for preliminary studies, gap analysis, vetting/arrange to vet all the studies, reports being prepared by his team, tender document, drawings, Design data, QAP, Design Calculations, Milestones/Bar Chart, etc. He will guide the team to prepare the report and arrange discussion with the concerned Engineer of the Port and finalize the Budgetary estimate and Tender document. He shall also be responsible to assist Port in drafting the replies for the pre-bid queries, evaluations of Technical and Price bids.
Firefighting Equipment Expert	He will be responsible for collecting data of existing firefighting system and propose the detailed design for augmentation of firefighting facilities at Berth No. 8 of MPA to handle POL products, Gas & Chemicals and to make the firefighting system OISD-156 / PESO Compliant.
Marine Construction Expert	He will be responsible for Marine, Civil construction design, Submission of related drawings.

Note:

- a) Each Key Personnel shall visit Port at least 15 times during the currency of the Consultancy Contract. However, 15 visits for each key personnel indicated above are only for indicative purpose and the Key personnel may be required to visit Port, if required, more number of times for the successful completion of the Project at their own cost as and when required.
- b) The Consultant shall mobilize and demobilize its Personnel as required.

## **2.11 REPORTING**

- a) The Consultant shall work closely with the designated Nodal Officer nominated by the MPA and shall be responsible for the overall coordination and project development. He will play a coordinating role.
- b) The Consultant may issue papers highlighting issues that could become critical for the timely completion of the project and that require attention from the MPA.
- c) Regular communication with the Nodal Officer is required in addition to all key communications.
- d) The Deliverables to be submitted as per schedule provided in this document.

## **2.12 DOCUMENTS TO BE MADE AVAILABLE BY THE MPA**

Available data as may be required by the Consultant will be provided by the MPA on request. The Nodal Officer designated by the MPA shall facilitate handing over of such information to the Consultant.

## **2.13 COMPLETION OF SERVICES**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the MPA in soft form apart from the reports indicated in the **Deliverables (Clause no. 2.7)**. The study output shall remain the property of the MPA and shall not be used for any purpose other than that intended under these terms of reference without the permission of the MPA. The Consultancy services shall stand completed on acceptance by the MPA of all the deliverables of the Consultant and issue of a certificate by the MPA to that effect.

**Executive Engineer (P & D)**  
**Engineering Mechanical Department**

### Section – III

#### MORMUGAO PORT AUTHORITY ENGINEERING MECHANICAL DEPARTMENT

RFP No.: CME / PD / VIII / 2022

Name of the Work:- “Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”

### 3.0 INSTRUCTIONS TO APPLICANTS

#### 3.1 GENERAL

- 3.1.1 The MPA will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in this RFP.
- 3.1.2 The name of the assignment/job has been mentioned in this RFP document. Detailed scope of the assignment/job has been described in the Terms of Reference in Section – II.
- 3.1.3 The date, time and address for submission of the Proposal have been given in this RFP document.
- 3.1.4 The Consultant are invited to submit their Proposal, for consulting Assignment/job named in this RFP document. The Proposal document will be the basis for signed Contract with the selected Consultant.
- 3.1.5 Consultant shall bear all costs associated with the preparation and submission of their Proposal and contract negotiation. The MPA is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award.

#### 3.2 ONE BID PER BIDDER

- 3.2.1 Each Applicant shall submit only one proposal per RFP. An Applicant who submits more than one proposal will cause all the proposals with the Applicant's participation to be disqualified.

#### 3.3 AMENDMENT OF RFP

- 3.3.1 At any time, prior to the last date for submission of Proposals, MPA reserves the right to amend and modify the RFP document by issuing Addendum/Corrigendum which shall be uploaded in the PORT Website.
- 3.3.2 **The Addenda/Corrigenda so issued shall form part of the Proposal and shall be binding upon the Applicants. MPA may at their discretion, extend the last date for submission of the RFP, to enable the Applicants to have reasonable time to submit their proposal after taking into consideration such amendments, which shall also be uploaded to the Websites. The Applicant shall submit the same along with Technical Proposal duly signed and sealed in all pages.**

#### 3.4 OPENING OF PROPOSAL:

- 3.4.1 Prior to the detailed evaluation of Proposal, the MPA will determine whether each Proposal (a) is responsive to the requirements of the RFP (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor; (c) accompanied by e-payment receipt towards EMD & RFP Document Fee; If any of the above conditions are not satisfied, the Proposal shall be rejected outright.
- 3.4.2 Conditional offer or alternative offers will not be considered further in the process of RFP evaluation.



- 3.4.3 A substantially responsive Technical and Financial proposal is one which conforms to all the terms, conditions and specifications of the proposal documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the MPA's right or Applicants obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other Applicants presenting responsive Proposal. The Applicant who does not fulfil the RFP requirements shall not be considered for further evaluation.
- 3.4.4 After the opening of Technical Proposal of RFP, the whole process involving scrutiny, clarifications, evaluation and comparison of proposals and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Applicant to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of proposals and decision concerning award of Contract may result in rejection of the Applicant's Proposal.
- 3.4.5 To assess the scrutiny, evaluation and comparison of tenders, the MPA may ask Applicant individually for clarifications. Clarifications shall be sought only on the documents submitted along with the Proposal. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others Applicants presenting responsive Proposal. Request for clarification and response thereto shall be in writing/email or through fax. If the Applicant fails to submit the requested documents within the time specified by the Department, his Proposal is liable to be rejected. No change in Price or substance of the RFP shall be sought, offered or permitted nor is the Applicant permitted to withdraw the proposal before the expiry of the validity period of the proposals in the process of clarifications.
- 3.4.6 If a Technical Proposal is not substantially responsive, it will be rejected by the MPA, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The Price/Financial Proposal of those Applicants shall not be opened
- 3.4.7 Applicants, who are found to be in conformity with MPA's requirement, shall be considered for opening of Financial Proposal.
- 3.4.8 The Applicants found to be qualified and responsive shall be informed about the date and time of opening of their Financial Proposal. On the stipulated date and time the Financial Proposal of such Tenderers shall be opened.
- 3.4.9 Offers, deviations & other factors which are in excess of the requirement of the RFP document or otherwise result in the accrual of unsolicited benefits to the Applicant, shall not be taken into account in Technical evaluation.
- 3.4.10 Further, in order to promote the Make in India Initiative by the Government of India, Class-I Local suppliers shall get purchase preference over Class-II local suppliers as well as Non Local supplier as per the following procedure (Refer GCC Clause No. 4.1 definitions):-
- 3.4.10.1 Among all qualified Proposals, the Applicant having the highest combined score as adjudged in the evaluation process indicated in Clause No. 3.9 of the RFP document will be termed as Rank-1, if Rank-1 is Class-I Local supplier, the contract will be awarded to Rank-1.
- 3.4.10.2 If Rank-1 is not a Local Supplier, the Applicant having the 2<sup>nd</sup> highest combined score (Rank-2) as adjudged in the evaluation process as per the RFP among the local suppliers, will be invited to match the Rank-1 price subject to local Supplier's quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Local supplier subject to matching the Rank-1 price.
- 3.4.10.3 In case such Applicant having the 2<sup>nd</sup> highest combined score (Rank-2) eligible local supplier fails to match the Rank-1 price, the Applicant among the local supplier having

the 3<sup>rd</sup> highest combined score (Rank-3) as adjudged in the evaluation process as per the RFP within the margin of purchase preference shall be invited to match the Rank-1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the Rank-1 price, the contract may be awarded to the Rank-1 Applicant.

**Note: The Class-I local supplier / Class-II Local Supplier shall submit the self-attested copy along with the Proposal clearly indicating the percentage of local content and provide self-certification that the services / items offered meets the local content requirement for Class-I local supplier / Class-II local supplier, as the case may be.**

### 3.5 CONDITIONS OF ELIGIBILITY OF APPLICANTS

3.5.1 Applicants must read carefully the minimum conditions of eligibility (the ‘Conditions of Eligibility’) provided herein. Proposals of only those Applicants who satisfy the Condition of Eligibility will be considered for evaluation.

3.5.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

- (A) **Technical Capacity:** The Applicant shall have, over the past 7 (seven) years preceding the PDD, undertaken a minimum of **1 (one)** Eligible Assignment as specified in Clause no. 3.6.4 (i) & (ii)
- (B) **Financial Capacity:** The Applicant shall have received a **minimum income of Rs. 17.0 lakhs per annum from professional fees** during each of the last three years (2019-20, 2020-21, 2021-22) preceding the Proposal Due Date.

For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing consultancy services to its clients.

- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-Clause (D) below.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Condition of Eligibility specified below:

Key Personnel	Educational Qualification	Length of professional Experience	Experience on Eligible Assignments
Team Leader	Post Graduate/Graduate or Diploma in Mechanical/Electrical/Production/Industrial Engineering.  Higher qualifications and specialization in Structural Engineering is desirable.	10 years, for Post Graduate/Graduate  15 years, for Diploma	He should have lead and coordinated the Consultancy work as Team Leader or in similar capacity, the multidisciplinary teams for similar works for <b>two or more</b> Eligible Assignments.
Firefighting Equipment Expert	Post Graduate / Graduate / Diploma in Mechanical/ Electrical/ Production/ Industrial Engineering	7 years, for Post Graduate/Graduate  10 years, for Diploma	He should have experience in similar assignment and worked as an expert for <b>two or more</b> Eligible Assignments.

Marine Construction Expert	Post Graduate/ Graduate/ Diploma in Civil/ Mechanical/ Electrical/ Electronic/ Structural Engineering with experience in Marine/Port constructions	7 years, for Post Graduate/ Graduate  10 years, for Diploma	He should have knowledge of civil structure construction in Marine Environment. He should have worked as an expert for <b>two or more</b> Eligible Assignments.
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- 3.5.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its revenues from professional fees during the past three financial years and also the payments received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a Statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 3.5.4 Each of the key personnel shall enclose with the Technical Proposal self-attested copies of the experience certificates issued by their employer indicating the nature of work carried out for the “Eligible Assignments”. **In case any information in this context is found to be false or incorrect, the Applicant/key Personnel are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority.**
- 3.5.5 The Applicant should submit Power of Attorney, if applicable, as per the format at Form-3 of Appendix-I.
- 3.5.6 Any entity, which has been barred by the Central/State Government in India, or any entity controlled by them, from participating in any Project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 3.5.7 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 3.5.8 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is not sufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

### **CRITERIA FOR EVALUATION**

#### **3.6 EVALUATION OF TECHNICAL PROPOSAL**

- 3.6.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience (Number of Eligible Assignments undertaken by Applicant and Size/quality of the Eligible Assignment), and experience of the Key Personnel (Number of Eligible Assignments undertaken by respective key personnel and Size/quality of the Eligible Assignment). Only those Applicants whose Technical Proposal **score 70 marks** or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score ( **ST** ).
- 3.6.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or remaining two Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel other than the Team Leader who scores less than 70% marks, he would have to be

replaced during negotiations with a better candidate who in the opinion of the MPA would score 70% or above.

3.6.3 The scoring criteria to be used for evaluation shall be as follows:-

Sr. No.	Description	Maximum Marks	Breakup of Scoring System		Actuals (S)
			Size/No. of Assignments	Marks	
<b>1.</b>	<b>Relevant experience of the Firm</b>	<b>30</b>			
(i)	Size of the Eligible Assignment / projects in providing services of similar eligible projects during last Seven years in Port sector	14	Above 5 Cr	14	
			3.4 Cr – 5 Cr	12	
			Min 3.4 Cr	10	
(ii)	Size of the Eligible Assignment / projects in providing services of similar eligible projects during last Seven years in any other sector	7	Above 10 Cr	7	
			8.5 Cr – 10 Cr	6	
			Min 8.5 Cr	5	
(iii)	Number of Eligible Assignment / Projects in providing services of similar eligible projects during last Seven years in Port sector	5	≥ 2	5	
			1	4	
(iv)	Number of Eligible Assignment / Projects in providing services of similar eligible projects during last Seven years in any other sector	4	≥ 2	4	
			1	3	
<b>2.</b>	<b>Relevant Experience of the Key personnel</b>	<b>70</b>			
<b>A</b>	<b>TEAM LEADER</b>	<b>30</b>			
i)	Size of the Eligible Assignment / projects in Port sector	14	Above 5 Cr	14	
			3.4 Cr – 5 Cr	12	
			Min 3.40Cr	10	
ii)	Size of the Eligible Assignment / projects in any other sector	7	Above 10 Cr	7	
			8.5 Cr – 10 Cr	6	
			Min 8.5 Cr	5	
(iii)	Number of Eligible Assignment / Projects in Port sector	5	> 2 projects	5	
			2 projects	4	
(iv)	Number of Eligible Assignment / Projects in any other sector	4	> 2 projects	4	
			2 projects	3	
<b>B</b>	<b>FIRE FIGHTING EQUIPMENT EXPERT</b>	<b>20</b>			
(i)	Size of the Eligible Assignment / projects in Port sector	8	Above 5 Cr	8	
			3.4 Cr – 5 Cr	7	
			Min 3.4 Cr	6	
(ii)	Size of the Eligible Assignment / projects in any other sector	6	Above 10 Cr	6	
			8.5Cr – 10 Cr	5	
			Min 8.5 Cr	4	
(iii)	Number of Eligible Assignment / Projects in Port sector	4	> 2 projects	4	
			2 projects	3	
(iv)	Number of Eligible Assignment / Projects in any other sector	2	> 2 projects	2	
			2 projects	1	

<b>C</b>	<b>MARINE CONSTRUCTION EXPERT</b>	<b>20</b>			
(i)	Size of the Eligible Assignment / projects in Port sector	8	Above 5 Cr	8	
			3.4 Cr – 5 Cr	7	
			Min 3.4 Cr	6	
(ii)	Size of the Eligible Assignment / projects in any other sector	6	Above 10 Cr	6	
			8.5Cr – 10 Cr	5	
			Min 8.5 Cr	4	
(iii)	Number of Eligible Assignment/ Projects in Port sector	4	> 2 projects	4	
			2 projects	3	
(iv)	Number of Eligible Assignment / Projects in any other sector	2	> 2 projects	2	
			2 projects	1	
<b>3.</b>	<b>Overall Maximum marks for Technical Qualification</b>	<b>100</b>			
<b>4.</b>	<b>Minimum marks to qualify Applicants technically</b>	<b>70</b>			

**Note:**

- (i) For evaluation of key personnel, only those who have been with the Applicant for a minimum period of **3 years** as on the date one month prior of opening the technical cover shall be considered. Further, key personnel age on date of submission shall not be **more than 70 years**.

**3.6.4 ELIGIBLE ASSIGNMENTS**

For the purpose of determining Condition of Eligibility and for evaluating the proposal under this RFP, consultancy assignments in respect of preparation of ‘Feasibility Report’ and/or ‘Detailed Project Report’ including ‘engineering services, supervision and certification’ for the following projects shall be deemed as eligible assignments (the ‘Eligible Assignments’).

- (i) Providing Firefighting system facility in Port Sector having an estimated capital cost of at least **Rs. 3.40 Crore OR**
- (ii) Providing Firefighting system in other sector such as Oil refineries/offshore drilling platform/ /Chemical/Fertilizer Industries having an estimated capital cost of at least **Rs. 8.50 Crore**;
- (iii) Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received **professional fees of at least Rs. 4.25 Lakhs for such Assignment**, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.
- (iv) Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received **professional fees of at least Rs. 8.50 Lakhs**

**3.6.5** In order to meet the Technical criteria as per clause No 3.6.4 above, the Applicant shall submit the following documents along with the technical bid :-

- 3.6.5.1** The Applicant has to submit the details of payments (in INR only) received for the works executed in Form-9 in full, duly signed and sealed by the Statutory Auditor with the UDIN number. In case any information in the Form-9 is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the Statutory Auditor in Form-9, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

- 3.6.5.2 The works declared by the Applicant in Form-9 and Form-11 only shall be considered for technical evaluation of the Firm. LOA/Work orders/Agreements and work experience certificates other than the ones mentioned in this Form-9 and Form-11 shall not be considered for evaluation, even if they have been uploaded along with the technical proposal. The Applicant shall not have any claim on this account later on.
- 3.6.5.3 For any projects executed outside India and claimed by the Applicant as an “Eligible Assignment” wherein the payment has been made in Foreign currency, in such cases, the value of the work order/ payment of professional fees received by Applicant at that time in foreign currency shall be converted to INR with rate of conversion at that time and certified by Statutory Auditor with UDIN number. Also the rate of conversion shall be clearly indicated in the Form-9 and Form -11.
- 3.6.5.4 Applicant shall enclose self-attested photocopies of work order/agreements showing the awarded contract value for “works of firefighting systems in Ports and Other Sectors” as applicable and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value, for the contracts mentioned at Form-9 and Form-11. TDS certificate clearly showing the tax deduction from client for related work orders/Agreements shall be produced for verification. In case any information in this context is found to be false or incorrect, the Applicant/key Personnel are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority.

### 3.7 SHORT-LISTING OF APPLICANTS

Of the Applicants ranked as aforesaid, not more than five (5) shall be pre-qualified and short-listed for the financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the MPA may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do(es) not qualify in terms of Clause No. 3.6.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

### 3.8 EVALUATION OF FINANCIAL PROPOSAL

- 3.8.1 In the second stage, the financial evaluation will be carried out as given below.
- 3.8.2 Each Financial Proposal will be assigned a financial score (SF).
- 3.8.3 For the financial evaluation, the total cost indicated in the Financial Proposal, Appendix-II shall be considered. **Remuneration of key personnel shown in BOQ at Appendix-III shall not be considered for evaluation.**
- 3.8.4 The MPA will determine whether the Financial Proposal is complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the consulting firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

SF = Financial Score of the Applicant under consideration FM = Lowest offer quoted by the qualified Applicant (in Rs.)

F = Amount quoted by the qualified Applicant under consideration (in Rs.)

### **3.9 COMBINED AND FINAL EVALUATION**

- (i) Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where

S = Combined score of Applicant under consideration (calculated upto two decimal points)

TW and FW = weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively

- (ii) The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in this RFP document.

### **3.10 RIGHT TO ACCEPT OR REJECT THE PROPOSAL:**

Notwithstanding anything contained in this Document, MPA reserves the right to accept or reject any Proposal and to annul the selection 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 Applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- c) Proposal is not accompanied by e-payment receipt towards RFP Document Fee & EMD, except for MSE Applicants as per clause no. 1.8.4

### **3.11 CONTENTS OF THE RFP:**

This RFP comprises the Disclaimer set forth hereinabove, the Contents and will additionally include any Addendum / Amendment issued in accordance with Clause 3.3.

### **3.12 FORMAT OF PROPOSAL:**

- 3.12.1 Applicants would provide all the information as per this Document and in the specified formats.
- 3.12.2 The Proposal shall be printed and the Applicant shall initial each page. The authorization to sign the document must be confirmed by a written Power of Attorney accompanying the Proposal.
- 3.12.3 The Proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultant 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 the document.
- 3.12.4 Language:  
The Proposal with all accompanying documents (the ‘**Documents**’) and all communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP.
- 3.12.5 Technical Proposal: Consultant are expected to examine all terms and instructions included in the document. The Technical Proposal shall be submitted with the following;
- (i) All requested information as per Clause no. 1.8, failing which may result in rejection of Proposal

- (ii) Power of Attorney in the name of person's/s signatories of the Proposal.
- (iii) Assignments completed earlier by Key Personnel working with the Applicant. The Key Personnel should have been working with the Applicant at least for 3 years as on 31<sup>st</sup> March 2022
- (iv) In order to meet the Technical criteria as per clause No 3.6.4 above, the Applicant shall also submit the relevant documents as per the clause no. 3.6.5
- (v) The document and compilation of Pre-proposal queries/answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the Applicants.
- (vi) Name, age, background, employment records and detailed professional experience of each Key Personnel to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project. A copy of the Curriculum Vitae (CV) format is attached in Form – 13 . The Key Personnel's signature and date of signing should be provided as per the CV format.
- (vii) If a Key Personnel 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 MPA for a period of 3 (Three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

#### 3.12.6 "Financial Proposal".

- a) In the Financial Proposal at Appendix-II the Applicant/s shall indicate the total price offer (In Indian Rupees) for entire scope of Services indicated in the RFP. Fee for entire Services to be paid by the MPA for the total scope of services shall be covered under this assignment. The price offer shall be filled as per the formats given in Appendix – II & III enclosed with this Document. The Remuneration charges indicated in Appendix-III shall not be considered for evaluation of offers. The total price offer shall be inclusive of all taxes, except GST, overheads, traveling expenses, printing and binding of reports and preparation of Detailed Project Report and drawings, 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 Document and also the tasks the consultant may think should be carried out in order to meet the objectives of the assignment.
- b) No counter conditions should be included anywhere in the Proposal. Conditional Proposal may be summarily rejected.
- c) Completed Technical Proposal and Financial Proposal must be delivered on or before the time and due date stated in the RFP document.
- d) The Technical Proposal shall not include any Financial information relating to the financial Proposal.

#### 3.13 TAXES AND DUTIES:

The Consultant's offer shall be inclusive of all taxes and duties except GST which is payable extra at actuals by MPA. Income Tax and any other statutory taxes to be deducted at source, will be deducted by the MPA 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. In case Government imposes any additional levies or taxes on this service during the contract period, the same will be reimbursed only on production of documentary evidence.



### 3.14 SCHEDULE OF SELECTION PROCESS:

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

### 3.15 PRE-PROPOSAL MEETING:

Interested Applicants are requested to attend a Pre-proposal meeting on the scheduled date. The purpose of the Pre-proposal meeting will be to clarify issues on Proposal document and to answer queries on any matter that may be raised at that stage. No queries received after pre-proposal meeting will be entertained. The queries shall be sent by email in the **word format** as under; on email [xenpnd.mgpt@gmail.com](mailto:xenpnd.mgpt@gmail.com) so as to reach the Executive Engineer (P & D)/CME Dept. not later than Two days before the date of Pre-proposal meeting:-

Sr. No.	Clause No.	Page No.	Query
1.			

Queries raised by the Applicants in writing and reply of Port thereof shall be uploaded on the Port website.

### 3.16 EARNEST MONEY DEPOSIT (EMD) :

3.16.1 The Applicant shall furnish as part of its Proposal, EMD of Rs. 50,000/- (Rupees Fifty Thousand only) through e-payment. E-payment receipt of the same shall be submitted along with the Technical Proposal. Failure in submission of receipt towards EMD will render the Applicants disqualified, except in the case as per clause no. 1.8.4 of Section-I .

Note: Exemption towards payment of RFP Document Fee and EMD will be extended only to Micro and Small Enterprises.

3.16.2 In the event that the first ranked Applicant commences the assignment as required in Clause 4.8, the EMD of second ranked Applicant, who has been kept in reserve, shall be returned, but in no case not later than 120 days from PDD. The Selected Applicant's EMD shall be returned, upon the Applicant signing the Agreement and submitting the performance security in accordance with the provisions thereof.

3.16.3 Any Proposal not accompanied by the EMD shall be rejected by the MPA as non-responsive.

3.16.4 The MPA shall not be liable to pay any interest on the EMD and the same shall be interest free.

3.16.5 The Earnest Money Deposit may be forfeited, if

3.16.5.1 the Applicant withdraws the Proposal after opening during the period of Proposal Validity;

3.16.5.2 the successful Applicant fails within the specified time limit to

3.16.5.2.1 sign the Agreement

3.16.5.2.2 submit the Performance Security or

3.16.5.2.3 fail to commence the work on the specified date as per LOA

3.16.5.2.4 fails to carry out the consultancy work as per RFP.

3.16.6 In case the Applicant has submitted MSME certificates as per clause no. 1.8.4 of Section – I, for participating in the tender, then the Consultancy firm may be debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority duly informing the MSME authorities, if

- 3.16.6.1 are in a breach of any obligation under the bid conditions,
- 3.16.6.2 the bid is withdrawn or varied or modified in a manner not acceptable to the MPA during the validity or extended validity period duly agreed by the Applicant;
- 3.16.6.3 made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- 3.16.6.4 any effort by the Applicant to influence the MPA on bid evaluation, bid comparison or contract award decision,
- 3.16.6.5 the successful MSME Applicant fails within the specified time limit to
  - 3.16.6.5.1 sign the Agreement
  - 3.16.6.5.2 submit the Performance Security
  - 3.16.6.5.3 fails to commence the work on the specified date as per LOA, or
  - 3.16.6.5.4 fails to carry out the consultancy works as per RFP.
- 3.16.7 In the event of forfeiting the EMD, GST as applicable shall be collected.

### **3.17 PERFORMANCE SECURITY:**

The Applicant shall have to furnish a Performance Security amounting to 03% of the contract value in the form of either a Demand Draft, NEFT/RTGS, Bank Guarantee (BG) from any Nationalized Bank having branch at Vasco and encashable at Vasco, in the approved format within 15 days from the date of issue of Letter of Acceptance. If the Performance Security is in the form of Bank Guarantee, the same shall be kept valid for the total contract period, with a claim period of 90 days. Thereafter, the total Performance Security shall be released to the Applicant after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract and forfeiture of EMD as per Clause No. 3.16.

In case of any default of the Applicant, the Performance Security furnished by the Applicant shall be forfeited or the Bank Guarantee submitted by the Applicant shall be encashed as the case may be at the discretion of the Port.

If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Performance Security if furnished in the form of Bank Guarantee shall be extended for the extended period with a claim period of 90 days

**Note:** The penalty for the delay in submission of the Performance Security within stipulated date shall be at the rate of 0.25% of the amount of Performance Security for each week or part thereof for the number of weeks delayed beyond the stipulated date of submission.

### **3.18 SIGNING OF AGREEMENT:**

- i. The Consultant shall execute an Agreement with the MPA within 28 days or any extended time from the date of issue of LOA as per format enclosed at Form – 5. If the Consultant, whose Proposal has been accepted, fails to execute an Agreement within 28 days from the date of receipt of documents for execution of the Agreement, the EMD/ Performance security of the consultant shall be forfeited as the case may be, and the work order will be cancelled.
- ii. The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 4 copies) must be borne by the successful Applicant. Stamp paper of Rs.1000/- shall be purchased from the Local authorized vendor in Goa for the purpose of contract agreement.
- iii. The place of stamping and signing of Agreement shall be at MPA only.
- iv. Further, if the Consultant undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal Agreement is

prepared and executed, the Consultant's offer, MPA order and the written acceptance for the receipt of MPA order of the Consultant shall form a binding Contract between the MPA and the Consultant.

- v. The Contract Agreement shall include amended final RFP, various clarification letters, written approval by the MPA authorities, Amendment to the RFP and any other conditions as agreed upon by the MPA and the Applicant, till the placement of LoA/Work order.

**3.19 TIME FOR COMPLETION:**

The consultant is expected to complete the work as per clause no. 2.7 (Deliverables) of section – II of this RFP document. The consultant shall arrange all his activities and the work program accordingly.

**3.20 EXTENSION OF VALIDITY OF PROPOSAL:**

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

**3.21 AWARD OF ASSIGNMENT/SERVICES:**

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

**3.22 CONFIRMATION OF RECEIPT:**

Consultant shall acknowledge by facsimile/ post/courier/email the receipt of Letter of Acceptance (LOA) and confirm the acceptance of the award of services.

**3.23 CARE AND DILIGENCE:**

The Applicant 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.

**3.24 FRAUD AND CORRUPT PRACTICES**

- 3.24.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this document, the MPA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, EMD or Performance Security may be forfeited by the MPA, as the case may be, without prejudice to its any other rights or remedies, as 'mutually agreed genuine pre-estimated compensation and damages payable to the MPA for, *inter alia*, time, cost and effort of the MPA, in regard to this document, including consideration and evaluation of such Applicant's Proposal.
- 3.24.2 Without prejudice to the rights of the MPA herein above and the rights and remedies which the MPA may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the MPA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP

issued by the MPA during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the MPA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3.24.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the MPA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the MPA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the MPA in relation to any matter concerning the Project;
- (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by MPA under this contract;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the MPA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.25 CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA:**

3.25.1 Any Applicant from a country which shares a land border with India will be eligible to bid in this RFP only if the Applicant is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). The Applicant shall furnish the certificate as per the format at Annexure – II.

3.25.2 "Applicant" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Applicants stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

3.25.3 "Applicant from a country which shares a land border with India" for the purpose of this RFP means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in

such a country; or

- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or

3.25.4 The beneficial owner for the purpose of (3.21.3) above will be as under:

- 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
  - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
  - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5) In case of a Authority, the identification of beneficial owner(s) shall include identification of the author of the Authority, the Authorities, the beneficiaries with fifteen percent or more interest in the Authority and any other natural person exercising ultimate effective control over the Authority through a chain of control or ownership.

3.25.5 An agent is a person employed to do any act for another, or to represent another in dealings with third person.

3.25.6 The successful Applicant shall not be allowed to sub-contract works to any Consultant from a country which shares a land border with India unless such Applicant is registered with the DPIIT. The Applicant shall furnish the certificate as per Annexure – III.

**Executive Engineer (P & D) Engineering  
Mechanical Department**

## Section – IV

### **MORMUGAO PORT AUTHORITY ENGINEERING MECHANICAL DEPARTMENT**

RFP No.: CME / PD / VIII / 2022

Name of the Work:-      **“Engagement of Consultant for the of work augmentation of firefighting facilities at Berth No. 8 of MPA”**

#### **4.0      GENERAL CONDITIONS OF CONTRACT (GCC)**

##### **4.1      DEFINITIONS**

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

- 4.1.1 "Authority"/"Board"/"Chairman" means The Board Members of the Mormugao Port Authority, a body incorporated under the Major Port Authorities Act, 2021, acting through its Chairman, Deputy Chairman or the Chief Mechanical Engineer or any other officers so nominated by the Board.
- 4.1.2 " MPA " means Mormugao Port Authority;
- 4.1.3 “MoPSW " means Ministry of Ports, Shipping and Waterways.
- 4.1.4 "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;
- 4.1.5 "Contract" means the Contract signed by the Consultant and MPA, to which these General Conditions of Contract are attached, together with RFP/Proposal document and all the documents listed in letter of Acceptance;
- 4.1.6 "Work" means providing consultancy services for augmentation of firefighting facilities at Berth No. 8 of MPA to handle POL products, Oil, Gas & Chemicals and to make the firefighting system OISD-156 / PESO Compliant
- 4.1.7 “Applicant"/"Consultant"/"Bidder" means a person, society, firm or company willingly participating in this RFP in given terms and conditions.
- 4.1.8 "Party" means the Consultant, a successful Applicant, as the case may be.
- 4.1.9 "Contractor" means a person, society, firm or company who is the successful bidder appointed for carrying out the Project work of Augmentation of Firefighting system at Berth No. 8 of MPA
- 4.1.10 "Project" means ‘Work of Design, Manufacture, Supply, Installation, Testing and Commissioning of Firefighting facility at Berth No. 8 of MPA to handle POL products, Oil, Gas & Chemicals and to make the firefighting system OISD-156 / PESO Compliant’
- 4.1.11 “Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause under RFP.
- 4.1.12 "Foreign Currency" means currency in US Dollars or the currency of the home country of Consultant;
- 4.1.13 "GCC" means these General Conditions of Contract;

- 4.1.14 "Government" means the Government of India;
- 4.1.15 "Local Currency" means Indian Rupees;
- 4.1.16 "Personnel" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- 4.1.17 "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India;
- 4.1.18 "Local Personnel" means such persons who at the time of being so hired had their domicile inside India.
- 4.1.19 "BISAG" means Bhaskaracharya National Institute for Space Application and Geo-informatics.
- 4.1.20 "Bid/Proposal" means the Technical Proposal and the Financial Proposal for providing Consultancy services for the work augmentation of firefighting facilities at Berth No. 8 of MPA.
- 4.1.21 "Services" means the work to be performed by the Consultant pursuant to this RFP for the purposes of the Project, as described in Terms of Reference hereto;
- 4.1.22 "Terms of Reference (TOR)" means the document included in this RFP Document, which explains the objectives, scope of work, activities, and tasks to be performed.
- 4.1.23 "Letter of Acceptance (LOA)" means the formal acceptance, made by or on behalf of the MPA, of the RFP including any adjustments or variation to the RFP agreed between the MPA and the Consultant.
- 4.1.24 "Third Party" means any person or entity other than the Government, the Consultant.
- 4.1.25 "Approved/ approval" means the approval in writing.
- 4.1.26 "Engineer" means any Officer/Engineer authorized by Chief Mechanical Engineer for purpose of this Consultancy contract.
- 4.1.27 "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 4.1.28 "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- 4.1.29 "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works ordered for procurement, has local content more than 20% but less than 50%.
- 4.1.30 "Non -Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- 4.1.31 "Margin of purchase preference" means the maximum extent to which the price quoted by a Class – I local supplier may be above the H1 for the purpose of purchase preference, which shall be 20%.
- 4.1.32 "Rank-1" means the Applicant having the highest combined score received in the tender bidding process as adjudged in the evaluation process as per the RFP.
- 4.1.33 "Nodal Ministry" means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 4.1.34 "Procurement entity" means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

#### **4.2 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 MPA and the Consultant. The Consultant, 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.

#### **4.3 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.

#### **4.4 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.

#### **4.5 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.

#### **4.6 AUTHORIZED REPRESENTATIVES**

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

#### **4.7 EFFECTIVENESS OF CONTRACT**

This Contract shall come into force and effect on the date of the receipt of MPA's letter of Acceptance (LoA) by the Applicant. This notice shall constitute agreement between MPA and the Applicant till formal agreement has been signed.

#### **4.8 COMMENCEMENT OF SERVICES**

The consultant shall commence the Services from the date of Letter of Acceptance (LOA) issued by the MPA.

#### **4.9 EXPIRATION OF CONTRACT**

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

#### **4.10 AMENDMENT TO AGREEMENT**

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

#### **4.11 FORCE MAJEURE**

##### **4.11.1 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, pandemic, 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 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 hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 4.11.2 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.

#### 4.11.3 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.

#### 4.11.4 Consultation

Not later than thirty (30) days after the Consultant, 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.

### 4.12 **SUSPENSION**

The MPA may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails 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 Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt of such notice of suspension.

### 4.13 **TERMINATION**

#### 4.13.1 By the MPA

The MPA may, by not less than thirty (30) days written notice of termination to the Consultant for the occurrence of any of the events specified hereunder, terminate this Contract, if:

- (i) the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to clause no. 4.12 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the MPA may have subsequently approved in writing.
- (ii) the Consultant become 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;
- (iii) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause no 4.36 hereof.

- (iv) the Consultant submits to the MPA a statement which has a material effect on the rights, obligations or interests of the MPA and which the Consultant know to be false.
- (v) as a result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (vi) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading
- (vii) the MPA, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- (viii) the Consultant, in the judgment of the MPA 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 MPA, and includes collusive practice among Consultant (prior to or after submission of Proposal) designed to establish prices at artificial non-competitive levels and to deprive the MPA of the benefits of free and open competition.
- (ix) MPA also 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 Reports, RFP documents, un-reasonable intermediate Claims, Display of Non Co-ordination and Non-Liaison during execution of work, etc. The Balance works shall be carried out by the Mormugao Port at the risk and cost of the Consultant.
- (x) The Performance Guarantee shall be forfeited in case of termination of contract. The decision of the MPA in this regard shall be final and binding upon the Consultant.

#### 4.13.2 By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to the MPA, such notice to be given after the occurrence of the following event specified hereunder, terminate this Contract, if ;

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

#### 4.13.3 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 or remedy which a Party may have under the Applicable Law.

#### 4.13.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other the Consultant 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 Consultant and materials furnished by the MPA, it should be handed over to the MPA.

#### 4.13.5 Payment upon Termination

Upon termination of this Contract, the MPA shall make the payments to the Consultant 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:

#### **4.14 OBLIGATIONS OF THE CONSULTANT**

##### **4.14.1 Standard of Performance**

The Consultant 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the MPA, and shall at all times support and safeguard the MPA's legitimate interest in any dealings with Third Parties.

##### **4.14.2 Terms of Reference**

The scope of Services to be performed by the Consultant are specified in the Terms of Reference (ToR) at Section –II of this contract. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

##### **4.14.3 Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Personnel and agents of the Consultant, comply with the Applicable Law.

#### **4.15 CONFLICT OF INTERESTS**

4.15.1 Submit more than one Proposals in this RFP process.

##### **4.15.2 Consultant not to Benefit from Commissions, Discounts etc.**

The remuneration of the Consultant shall constitute the Consultant sole remuneration in connection with this Contract or the Services and, the Consultant 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 Consultant shall use their best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

##### **4.15.3 Consultant and Affiliates not to engage in certain Activities**

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the 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.

##### **4.15.4 Prohibition of Conflicting Activities:**

Neither the Consultant 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 as may be specified in the contract.
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

#### **4.16 CONFIDENTIALITY**

The Consultant and the Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, Reports, Design, data, drawings, whether written or oral, in electronic format and the contents thereof, the

Services, or the MPA's business or operations and any other information which the consultant is under obligation to keep confidential in relation to the Project, without the prior written consent of the MPA.

#### **4.17 INDEMNIFICATIONS**

The Consultant hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the Mormugao Port Authority and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Consultant or any of its personnel. The Consultant hereby further agrees and undertakes to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority wherein the MPA is compelled to obey the order which arise due to breach of contract by the Consultant.

The Consultant shall indemnify, protect and defend at its own cost, Mormugao Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation by the Consultant in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Consultant's failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Consultant shall indemnify MPA against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

The Consultant shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. Mormugao Port Authority shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Consultant's employees performing duties under the contract.

#### **4.18 ACCOUNTING, INSPECTION AND AUDITING**

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

#### **4.19 CONSULTANT'S ACTIONS REQUIRING MPA'S PRIOR APPROVAL**

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

- (a) Appointing such members of the Key Personnel which are not listed in Form-10.
- (b) Any other action that may be specified in this contract.

#### **4.20 DOCUMENTS PREPARED BY THE CONSULTANT TO BE THE PROPERTY OF MPA**

All plans, drawings, specifications, designs, reports correspondence and other documents prepared by the Consultant in performing the Services shall become and remain the property of the MPA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MPA, together with a detailed inventory thereof. The

Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the MPA.

#### **4.21 EQUIPMENT AND MATERIALS FURNISHED BY THE MPA**

Equipment and materials made available to the Consultant by the MPA, or purchased by the Consultant with funds provided by the MPA separately, shall be the property of the MPA and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make

available to the MPA an inventory of such equipment and materials and shall hand over such equipment and materials to the MPA.

#### **4.22 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 MPA shall not make any payment for any overtime.

#### **4.23 NEGOTIATIONS**

The first ranked Applicant (the ‘**Selected Applicant**’) may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, under this RFP, methodology and quality of work plan shall be discussed during negotiations. A Key Personnel who did not score 70% marks as required under Clause 3.6.2 shall be replaced by the Applicant with a better candidate to the satisfaction of MPA. In case the selected Applicant fails to reconfirm its commitments, the MPA reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

The MPA will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of MPA.

#### **4.24 SUBSTITUTION OF KEY PERSONNEL**

- (i) The MPA will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations 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 MPA.
- (ii) The MPA expects all the Key Personnel to be available during implementation of the Agreement. The MPA will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the MPA. As a condition to such substitution, a sum equal to 20% (twenty percent) of the remuneration specified for the original Key Personnel, towards this RFP shall be deducted from the payments due to the Consultant”. In the case of a second substitution hereunder, such deduction shall be 50% (fifty percent) of the remuneration specified for the original Key Personnel, towards this RFP. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- (iii) Substitution of the Team Leader will not normally be considered, and may lead to disqualification of the Applicant or termination of the Agreement. However, the substitution of the Team Leader among key personnel may be considered in any exigencies, health grounds, untoward/unforeseen circumstances and at the discretion of the Port Authority.

#### **4.25 REMOVAL OF PERSONNEL**

If the MPA, (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 Consultant shall, at the MPA’s written request specifying the grounds thereof, forthwith, provide as a replacement a person with qualifications and experience acceptable to the MPA.

#### **4.26 OBLIGATIONS OF THE MPA**

##### Assistance and Exemptions

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

- (i) Provide the Consultant and Personnel with work permits in Port areas and such other documents as shall be necessary to enable the Consultant or Personnel to perform the Services;
- (ii) Facilitate prompt clearance through customs of any property required for the Services;
- (iii) 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;
- (iv) Provide to the Consultant and Personnel any such other assistance as may be required from time to time.

#### **4.27 CURRENCY AND PAYMENTS TO THE CONSULTANT**

- (i) The Consultancy charges/fees for carrying out the Consultancy Services for this RFP shall be expressed in Indian Rupees only and the payment shall also be made in Indian Rupees by the MPA.
- (ii) The MPA shall pay the Consultant for Services in accordance with the clause no. 2.8 of the RFP document.
- (iii) Payment of said charges shall be made by the MPA within 30 days from date of due, by RTGS, on submission of undisputed bill and all the required documents. The GST Registration number of the Applicant shall be invariably quoted on the Bills/Invoices.
- (iv) **RETENTION MONEY:** An amount of 5% of the contract value as the retention money shall be recovered from the 1st bill against Item no. 1 of clause no. 2.8 viz. TIME AND PAYMENT SCHEDULE. The retention money so retained shall be paid to the consultant after completion of all services and handing over the PESO certificate to MPA by the consultant.
- (v) In case of premature closure of work, the amount payable to the consultant will be as per the deliverable completed and delivered to the Port, and the balance amount related to other undelivered deliverables indicated at clause 2.7 shall not be paid, and the consultancy services will be discontinued as per written notice from the Port to the consultant.
- (vi) Final/Last payment due to the Consultant shall be made upon completion of all services and after obtaining PESO approval for Berth no. 8 of MPA and handing over the PESO Certificate to MPA.

#### **4.28 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.

#### **4.29 LIQUIDATED DAMAGES**

Deliverables indicated in Clause No. 2.7 should be strictly adhered to. In the event of delay in executing the deliverables indicated at clause no. 2.7, within the time stipulated therein or by the expiry of any period of extension granted by the Board's terms thereof, the consultant shall pay the Board as Liquidated Damages for delay to complete the deliverables, a sum of 0.5% per week or part thereof of the total contract price subject to a maximum of 05% of the total contract price and the Board shall have the power to deduct this amount from the payment of the amounts due to the consultant or from his deposit. The date of receipt of deliverables will be considered as date of delivery for the purpose of Liquidated Damages. G.S.T. @ 18% on LD will be deducted at the time of making payment to the Consultant.

**4.30 ENCASHMENT AND APPROPRIATION OF PERFORMANCE SECURITY**

The MPA 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 contract or for recovery of liquidated damages.

**4.31 PENALTY FOR DEFICIENCY IN SERVICES**

In addition to the liquidated damages not amounting to penalty, as specified in clause no. 4.29, warning may be issued to the Consultant 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.

**4.32 EXTENSION OF TIME FOR COMPLETION OF ASSIGNMENT**

- (i) The Consultant shall commence the works on site within the period indicated in the RFP after the receipt of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the Consultant.
- (ii) The Consultant shall maintain the rate of progress required as per schedule. If the progress of work is held up owing to circumstances, which in the opinion of the Engineer are beyond the control of the Consultant such as war, stormy weather and for other reasonable causes in the opinion of the Engineer, the Engineer may at his discretion, grant to the work extension of time as he considers reasonable for the completion of the work. In such circumstances, the Consultant shall apply for extension of time immediately after the hindrance on account of which he desires such extension as aforesaid.
- (iii) The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.
- (iv) No extra amount/escalation on BoQ shall be paid by the Port to the Consultant on the grounds of executing the work beyond the completion period stipulated in the contract.

**4.33 COMPLIANCE WITH STATUTES, REGULATIONS:**

The consultant shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The consultant shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, the Apprentice Act or any other applicable acts as required and to keep the Employer indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the consultant. The rates quoted by the consultant in the Bill of Quantity shall be deemed to include all expenses whatsoever the consultant may be required to incur for the compliance with the provisions of the above said legislation. The consultant shall make necessary arrangements for the MPA to witness the payment made by the consultant to his staff and labour.

**4.34 INSURANCE**

- a) All the staff/workers to be deployed by the Consultant for the subject work shall be insured against injury/accidents/death, by the Consultant at his own cost as per prevailing labour laws. The Consultant shall indemnify MPA against all losses and claims in case of death or injury caused to any

person and property including third party liability by him during the execution of work.

- b) The Consultant shall submit to the Employer;
- Evidence that the insurances described above have been effected and
  - Copies of policies for the insurances described in the clauses have been submitted.
  - When each premium is paid, the Consultant shall submit evidence of payment to the Employer.

#### 4.35 WORKMEN'S COMPENSATION

The Consultant shall indemnify MPA in the event of the Trustees being held liable to pay compensation for injury to any of the Consultant's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Port on demand whenever so required.

#### 4.36 SETTLEMENT OF DISPUTES

##### (1) Amicable Settlement of Disputes:

If any dispute or differences or claims of any kind arises between the **Mormugao Port Authority** and the **Consultant** 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 **Consultant** 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.

##### (2) 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 & issued 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.

##### (3) Arbitration

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. The rules of SAROD – Ports are placed at Appendix – IV.

- (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.

**(4) 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 **Consultant** and the **Mormugao 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.

- (5)** 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 RFP, with mutual consent of both the parties.

**4.37 PERMISSION FOR PORT ENTRY**

Port Entry passes to the Consultant, his vehicle and his workmen during the period of contract will be issued on payment basis as per rules. The Consultant shall make an application furnishing the details of his staff, key personnel/workmen for whom the Port Entry Passes are required. The consultant shall have to obtain Port entry pass for all their staff at their own cost for the contract work inside the Port area during the contract period. The present HEP rates are in port website <https://mptgoa.gov.in/>

**4.38 DEBARMENT FROM BIDDING**

- (i) A bidder shall be debarred if he has been convicted of an offence —
  - (a) Under the Prevention of Corruption Act, 1988; or
  - (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a service contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in the Port tenders for a period of three years commencing from the date of debarment.
- (iii) Port may debar a bidder or any of its successors, from participating in any tenders undertaken by it, for a period two years, if it determines that the bidder has breached the Code of Integrity.

**Executive Engineer (P & D)**  
**Engineering Mechanical Department**

## Section – V

## **Appendix – I**

### LIST OF FORMS

- Form – 1 :       Application Letter
- Form – 2 :       Bank Information for e-payment
- Form – 3 :       Proforma for Power of Attorney
- Form – 4 :       Form of Bank Guarantee for Performance Security
- Form – 5 :       Form of Agreement
- Form – 6 :       Vendor Registration Form
- Form – 7 :       Financial Capacity of the Applicant
- Form – 8 :       Technical Particulars of the Applicant
- Form – 9 :       Eligible Assignments of the Applicant
- Form – 10 :      Particulars of Key Personnel
- Form – 11 :      Experience of Key Personnel
- Form – 12 :      Eligible Assignment of Key Personnel
- Form – 13 :      CV's of Key Personnel
- Form – 14 :      Proposed Methodology and Work Plan
- Form – 15 :      Declaration Form
- Form – 16 :      Check list of Documents

FORM – 1

**APPLICATION LETTER**  
(On the Letterhead of the Applicant)

Date: \_\_\_\_\_

The Executive Engineer (P & D)  
Engineering Mechanical Department  
Mormugao Port Authority  
Headland, Sada  
Goa- 403804

**Sub.: “Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”**

**Ref.:** RFP No.: CME / PD / VIII / 2022

Sir,

Being duly authorized to represent and act on behalf of .....  
(Hereinafter referred to as "the Applicant") and having reviewed and fully understood all of the requirements of the RFP document and information provided, the undersigned hereby apply for the work referred above. We confirm the validity of the Proposal for 120 days from the Proposal Due Date.

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 RFP document, for your evaluation. The Financial Proposal is being submitted in a separate cover.

We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP Document.

.....  
**Firm’s Seal with Signature  
of the authorized signatory  
of the Applicant with date**

**FORM – 2**

**BANK INFORMATION FOR E-PAYMENT**

1	Name and full address of the Applicant	
2	Credit Account No. (Should be full 14 digit)	
3	Account type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile /Fax No. of the Applicant	Telephone:
		Mobile:
		Fax:
8	Photo copy of a cheque should be enclosed	
9	PAN (Photo copy of Permanent Account Number shall be enclosed)	

**Firm's Seal with Signature of the authorized signatory of the Applicant with date**

**FORM – 3**

**(To be executed on non-judicial Stamp Paper of Rs.100/-)**

**FORMAT OF POWER OF ATTORNEY** (in original)

In favour of signatory/s to the Applicant, duly authenticated by Notary Public.

Dated: \_\_\_\_\_

**To Whomsoever It May Concern**

Mr. \_\_\_\_\_ (Name of the Person(s)), domicile at

\_\_\_\_\_ (Address), acting as \_\_\_\_\_

(Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of

\_\_\_\_\_ (Name of the Tenderer) to provide information and respond to

enquiries etc. as may be required by the Port or any governmental authority for the Work of “**Engagement**

**of Consultant for the work of augmentation of firefighting facilities at Berth No. 8**

**of MPA”** and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Applicant)

FORM – 4

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Bank guarantee bond to be issued by nationalized banks only)

In consideration of the Board of Trustees, Mormugao Port Authority (hereinafter called “Board”) having offered to accept the terms and conditions of the proposed agreement between ..... and ..... (hereinafter called “the said Consultant(s)” for the work of ‘**Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA**’ (hereinafter called “the said agreement”) having agreed to production of the irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the Consultant(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We..... (indicate the name of the Bank) (hereinafter referred to as the “Bank”) hereby undertake to pay to the Board an amount not exceeding Rs... (Rupees ..... only) on demand by the Board.
2. We .....(indicate the name of the 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 Consultant(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 amount so demanded notwithstanding any dispute or disputes raised by the Consultant(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 this bond shall be a valid discharge of our liability for payment thereunder, and the Consultant(s) shall have no claim against us for making such payment.
4. We.....(indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and 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 Consultant(s), and accordingly discharge this guarantee.

5. We .....(indicate the name of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant(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 Consultant(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 Consultant(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said Consultant(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 Consultant(s).
7. We .....(indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.
8. The Board is authorized to enforce claim against guarantee at the local branch of the Bank in Goa, in case such eventuality of encashment arises.
9. This Guarantee shall be valid upto ..... 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 from 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  
.....

(indicate the name of the Bank).

**FORM – 5**

**FORM OF AGREEMENT**

MEMORANDAM OF AGREEMENT made this day ..... of ..... two thousand ..... at Vasco, Goa  
BETWEEN

The Board of Trustees of the Mormugao Port Authority, Mormugao Goa, a body corporate under Major Port Authorities Act, 2021 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

..... (hereinafter called the "CONSULTANT" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of engaging services of “**Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA**”

WHEREAS the Consultant has offered to execute, complete and maintain such works and whereas the Board has accepted the Proposal of the Consultant and whereas the Consultant has deposited a sum of Rs...../- (Rupees \_\_\_\_\_) as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the 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. Terms of Reference
  - b. Instructions to Applicants
  - c. General Conditions of Contract
  - d. Financial Proposal
  - e. Letter of Acceptance (LoA)
  - f. Acceptance of LoA by the consultant
  - f. Purchase order
  - G. Performance Security
3. The Consultant hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.



4. The Board hereby covenants to pay the Consultant in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

THE COMMON SEAL OF THE BOARD WAS }  
HEREUNTO AFFIXED AND THE CHIEF } CHIEF MECHANICAL ENGINEER  
MECHANICAL ENGINEER THEREOF, } MORMUGAO PORT AUTHORITY

SIGNING IN THE PRESENCE OF :

i) \_\_\_\_\_

ii) \_\_\_\_\_

SEALED AND SIGNED BY THE }  
CONSULTANT IN THE PRESENCE } CONSULTANT  
OF :- }  
}

i) \_\_\_\_\_

ii) \_\_\_\_\_

**FORM – 6**

**VENDOR REGISTRATION FORM**

1. Name of the Organization : \_\_\_\_\_
2. Address (In Detail) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Telephone Number : \_\_\_\_\_
4. E-Mail Id : \_\_\_\_\_
5. Permanent Account Number (PAN) : \_\_\_\_\_
6. Bank Name : \_\_\_\_\_
7. Bank Branch Address ( In Detail) : \_\_\_\_\_  
\_\_\_\_\_
8. Bank Branch Code : \_\_\_\_\_
9. Bank Account Number : \_\_\_\_\_
10. Bank Account Type : \_\_\_\_\_
11. Magnetic Ink Character Recognizer (MICR) : \_\_\_\_\_
12. Tax Identification Number (TIN) : \_\_\_\_\_
13. Service Tax Registration Number : \_\_\_\_\_
14. Service Tax Registration Code : \_\_\_\_\_
15. G.S.T. Registration Number : \_\_\_\_\_
16. Employee Provident Fund (EPF) Registration Number : \_\_\_\_\_
17. Employee State Insurance Scheme (ESIS) Registration Number : \_\_\_\_\_
18. IFSC Code : \_\_\_\_\_

**Firm's Seal with Signature of the authorized signatory of the Applicant with date**

**FORM – 7**

**Financial Capacity of the Applicant**

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Professional fees/Annual Revenue (Rs.)</b>	<b>Payment received (in respect of each Eligible Assignment) (Rs.)</b>
1.	2019 – 20		1 _____ 2 _____ And so on
2.	2020 – 21		1 _____ 2 _____ And so on
3.	2021 – 22		1 _____ 2 _____ And so on

**Certificate from the Statutory Auditor\***

**This is to certify that \_\_\_\_\_ (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.**

**Name of the audit firm :**

**Seal of the audit firm**

**Date:**

**(Signature, name and designation of the authorized signatory)**

**Note :**

- a) The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its revenues from professional fees during the past three financial years and also the payments received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a Statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- b) Please do not attach any printed Annual Financial Statement.

**Firm's Seal with Signature of the authorized signatory of the Applicant with date**

**FORM – 8**

**TECHNICAL PARTICULARS OF THE APPLICANT**

1.	Name of Applicant	
2.	Postal address with Telephone / fax No./official e-mail for communication	
3.	Name, address, telephone/fax No./ email with whom reference may be made	
4.	Please state details of EMD paid	
	E-payment details and date	
	Amount	
	Bankers Name	
5.	Please confirm that Applicant is registered in India.	
6.	Confirm that Applicant meets the eligibility criteria and how.	
7.	State whether details of assignments done as are enclosed. Also please state whether relevant documents such as copy of Work Order's secured and performance certificates in support of experience enclosed.	
8.	State whether affidavit-cum-undertaking relating to no conviction and non-conflict enclosed.	
9.	Confirm that all technical and commercial terms and conditions are acceptable.	
10.	Any other information the Applicant may desire to furnish:	

Verified that to the best of my knowledge and belief all the above information is correct and nothing material has been concealed.

**Firm's Seal with Signature of the authorized signatory of the Applicant with date**

**FORM – 9**

**ELIGIBLE ASSIGNMENTS OF THE APPLICANT**

<b>Sr. No.</b>	<b>Name of the Project</b>	<b>Client</b>	<b>Estimated Cost of the Project (in Rs. Lakhs)</b>	<b>Work Order No./ Purchase Order No./ Agreement ref.</b>	<b>Payment of Professional Fees received (in Rs. Lakhs)</b>
(1)	(2)	(3)	(4)	(5)	(6)

# The Applicant should provide details of only those projects that have been undertaken by it under its own name.

**Certificate from the Statutory Auditor**

I hereby **declare** that the information given in this **Form - 9** is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted by the Applicant.

Name of the Statutory Auditor:

**UDIN No:**

Phone No:                      Email ID :

Date:

Note: a) The Applicant has to submit the details of payments (in INR only) received for the works executed in Form-9 in full, duly signed and sealed by the Statutory Auditor with the UDIN number. In case any information in the Form-9 is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the Statutory Auditor in Form-9, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

b) The works declared by the Applicant in Form-9 only shall be considered for technical evaluation of the Firm. LOA/Work orders/Agreements other than the ones mentioned in this Form-9 shall not be considered for evaluation, even if they have been uploaded along with the technical proposal. Applicant shall not have any claim on this account later on.

c) For any projects executed outside India and claimed by the Applicant as an “Eligible Assignment” wherein the payment has been made in Foreign currency, in such cases, the value of the work order/ payment of professional fees received by Applicant at that time in foreign currency shall be converted to INR with rate of conversion at that time and certified by Statutory Auditor with UDIN number. Also the rate of conversion shall be clearly indicated in the Form-9.

**Firm’s Seal with Signature of the authorized signatory of the Applicant with date**

**FORM – 10**

**PARTICULARS OF KEY PERSONNEL**

Sr. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	<b>TEAM LEADER</b>						
2.	<b>FIRE FIGHTING EQUIPMENT EXPERT</b>						
3.	<b>MARINE CONSTRUCTION EXPERT</b>						

**Firm's Seal with Signature of the authorized signatory of the Applicant with date**

**FORM – 11**

**EXPERIENCE OF KEY PERSONNEL**

Name of key personnel: \_\_\_\_\_ Designation: \_\_\_\_\_

<b>Sr. No.</b>	<b>Name of the Project</b>	<b>Client</b>	<b>Estimated capital cost of project in Rs.</b>	<b>Name of the Firm for which Key Personnel worked</b>	<b>Designation of Key Personnel on the Assignment</b>	<b>Date of Completion of Assignment</b>	<b>Man days spent</b>

@ Use separate Form for each Key Personnel.

**Certificate from the Statutory Auditor**

I hereby **declare** that the information given in this **Form 11** is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted by the Applicant.

Name of the Statutory Auditor:

Signature & Seal of the Statutory Auditor

**UDIN No:**

Ph No:

Email ID :

Date:

Note: a) The Applicant has to submit the details in Form-11 in full, duly signed and sealed by the Statutory Auditor with the UDIN number. In case any information in the Form-11 is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the Statutory Auditor in Form-11, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

b) The works declared by the Applicant in Form-11 only shall be considered for technical evaluation of the Firm. LOA/Work orders/Agreements other than the ones mentioned in this Form-11 shall not be considered for evaluation, even if they have been uploaded along with the technical proposal. Applicant shall not have any claim on this account later on.

c) For any projects executed outside India and claimed by the Applicant as an “Eligible Assignment” wherein the payment has been made in Foreign currency, in such cases, the value of the work order/ payment of professional fees received by Applicant at that time in foreign currency shall be converted to INR with rate of conversion at that time and certified by Statutory Auditor with UDIN number. Also the rate of conversion shall be clearly indicated in the Form-11.

**Firm’s Seal with Signature of the authorized signatory of the Applicant with date**

**FORM – 12**

**ELIGIBLE ASSIGNMENT OF KEY PERSONNEL**

Name of key personnel	
Designation of key personnel	
Name of the Project	
Name of consulting firm where employed	
Description of services performed by the key personnel (incl. designation)	
Name of client and addresses (Public or private entity)	
Name, telephone and fax of client's representative	
Estimated capital cost of project (Rs. In crores )	
Start date and finish date of the services	
Brief description of the project	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief	
Signature of key personnel	

1. Use separate sheet for each Eligible Project.
2. Attach a single page summary containing the brief particulars of each project.

**Firm's Seal with Signature of the authorized signatory of the Applicant with date**



**FORM – 13**

**Curriculum Vitae**

(To be submitted on letterhead)

1. **PROPOSED POSITION FOR PRESENT ASSIGNMENT:**
2. **NAME:**
3. **DATE OF BIRTH:**
4. **NATIONALITY:**
5. **EDUCATIONAL /QUALIFICATION:**
6. **WORKING IN THE FIRM SINCE:**
7. **COUNTRIES OF WORK EXPERIENCE:**
8. **EMPLOYMENT RECORD:** (STARTING WITH PRESENT POSITION, PERIOD, AUTHORITY – POSITION HELD AND DESCRIPTION OF DUTIES)
9. **DETAILED TASKS ASSIGNED:** Work undertaken best 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).

**10. CERTIFICATE**

I, the undersigned, certify that, to my knowledge and belief this bio data correctly describes myself, my qualifications and experience.

**SIGNATURE OF THE KEY PERSONNEL**

**DATE OF SIGNING**

**Note:** Use separate form for each Key Personnel

**Firm's Seal with Signature of the authorized signatory of the Applicant with date**

**FORM – 14**

**PROPOSED METHODOLOGY AND WORK PLAN**

The proposed methodology and work plan shall be described as follows:

1. Understanding of Terms Of Reference (TOR) (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects; The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant shall submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its Bid. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**Firm's Seal with Signature of the authorized  
signatory of the Applicant with date**

**FORM – 15**

**DECLARATION FORM**

<b>Sr. No.</b>	<b>Description</b>	<b>Yes / No.</b>
1.	Agreed all terms and conditions of RFP document	
2.	Have you ever been Black listed by any Government / PSU	
3.	Have you ever been convicted by any Court of law in India	

**Firm's Seal with Signature of the authorized  
signatory of the Applicant with date**

Place:

Date:

**FORM – 16**

**CHECKLIST OF DOCUMENTS**

The Proposal shall be accompanied with the followings:

1.	e-payment receipt towards EMD (Rs 50,000/-) or supporting document for exemption of RFP document Fee as per clause 1.8.4 of Section – I .	Yes / No
2.	e-payment receipt towards RFP document Fee (Rs 2360/-) or supporting document for exemption of RFP document Fee as per clause 1.8.4 of Section – I .	Yes / No
3.	Copy of Work Orders / Self-certification	Yes / No
4.	Details of Payment received for the works executed as per Form -9	Yes / No
5.	Curriculum Vitae (Bio-Data) of Team members with supporting documents (Form – 13)	Yes / No
6.	Undertaking that the firm/Institution is not blacklisted by any Government Institute/CPSE/SLPE/Local Authority	Yes / No
7.	Authority Letter , if any	Yes / No
8.	Undertaking regarding Non-Disclosure	Yes / No
9.	Duly filled format (as given in Technical Proposal with Self-Evaluation sheet along with softcopy in Word & PDF format & Financial Proposal)	Yes / No
10.	Certificate of incorporation, PAN Number & Service Tax Registration	Yes / No
11.	Validity of 120 days from the Proposal Due Date	Yes / No
12.	Annual Turnover Certificates & audited balance sheet for the financial years Yr. 2019-20,2020-21,2021-22	Yes / No
13.	MSME / SSI certificate, if applicable	Yes / No
14.	Forms 1, 2, 3,4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16	Yes / No

**Firm's Seal with Signature of the authorized  
signatory of the Applicant with date**

**Section – VI**

APPENDIX – II

**FINANCIAL PROPOSAL**

**BILL OF QUANTITIES (BoQ) (PRICE BID)**

**Name of the work: “Engagement of Consultant for the work augmentation of firefighting facilities at Berth No. 8 of MPA”**

**RFP No.: CME / PD / VIII / 2022**

Sr. No.	Description	Unit	Qty.	Amount in Figures (Rs.) (exclusive of G.S.T)	Amount in Words (exclusive of G.S.T)
1.	Consultancy services for augmentation of firefighting facilities at Berth No. 8 of MPA to handle POL products, Gas & Chemicals and to make the firefighting system OISD-156/PESO Compliant as per the Terms of Reference indicated under Scope of work and other terms and conditions of RFP document.	Lump sum	01		(Rupees ..... ..... ..... only)

**Note:** G.S.T. as applicable = \_\_\_\_\_%

**Firm’s Seal with Signature of the authorized signatory of the Applicant with date**

**Note:**

- a) The evaluation of offer will be based on the rates as quoted above in Appendix- II.
- b) We agree with the stage-wise and percentage-wise payments as detailed in clause no. 2.8 (Time and Payment Schedule) of this document.
- c) Applicant is required to indicate the Remuneration for key Personnel viz., Team Leader, Fire Fighting Equipment Expert and Marine Construction Expert as per Appendix- III given below. However, same shall not be considered for evaluation.
- d) Payment will be done in INR only.

## REMUNERATION FOR KEY PERSONNEL

Sr. No.	Position	Name	Amount (Rs.)
I	Total Remuneration payable to Team Leader, towards the RFP (including all Personnel allowances)		
II	Total Remuneration payable to Fire Fighting Equipment Expert, towards the RFP (including all Personnel allowances)		
III	Total Remuneration payable to Marine Construction Expert, towards the RFP (including all Personnel allowances)		

**MORMUGAO PORT AUTHORITY  
ENGINEERING MECHANICAL DEPARTMENT**

RFP No.: CME / PD / VIII / 2022

Name of the Work:- **“Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”**

**UNDERTAKING BY THE APPLICANT**

To  
Executive Engineer (P & D),  
Engineering Mechanical Department,  
Mormugao Port Authority,  
Headland, Sada, Goa – 403804

I/ We, M/s. \_\_\_\_\_ have gone through the RFP document carefully and hereby confirm as under:

The complete RFP document submitted WITHOUT any defacement, addition or alteration as prescribed and with all the relevant Annexures duly filled in.

I/We have submitted our Proposal with requisite EMD lodged as described in the **Instructions to Applicants** of this RFP document.

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 Proposal 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 Proposal 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 Proposal shall be summarily rejected without prejudice to the right of the Board of Trustees 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:**

Signature: .....

Name: .....

Designation: .....

Address: .....

Tel. No.: .....

**Applicant's:**

Signature: .....

Name: .....

Designation: .....

Address: .....

Tel. No.: .....

**MORMUGAO PORT AUTHORITY  
ENGINEERING MECHANICAL DEPARTMENT**

RFP No.: CME / PD / VIII / 2022

Name of the Work:- **“Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”**

**Certificate for Applicants sharing Land Border**

“I have read the clause regarding restrictions on procurement from a Applicant of a country which shares a land border with India; I hereby certify that this Applicant is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this Applicant fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

**Firm’s Seal with Signature of the authorized  
signatory of the Applicant with date**



**MORMUGAO PORT AUTHORITY  
ENGINEERING MECHANICAL DEPARTMENT**

RFP No.: CME / PD / VIII / 2022

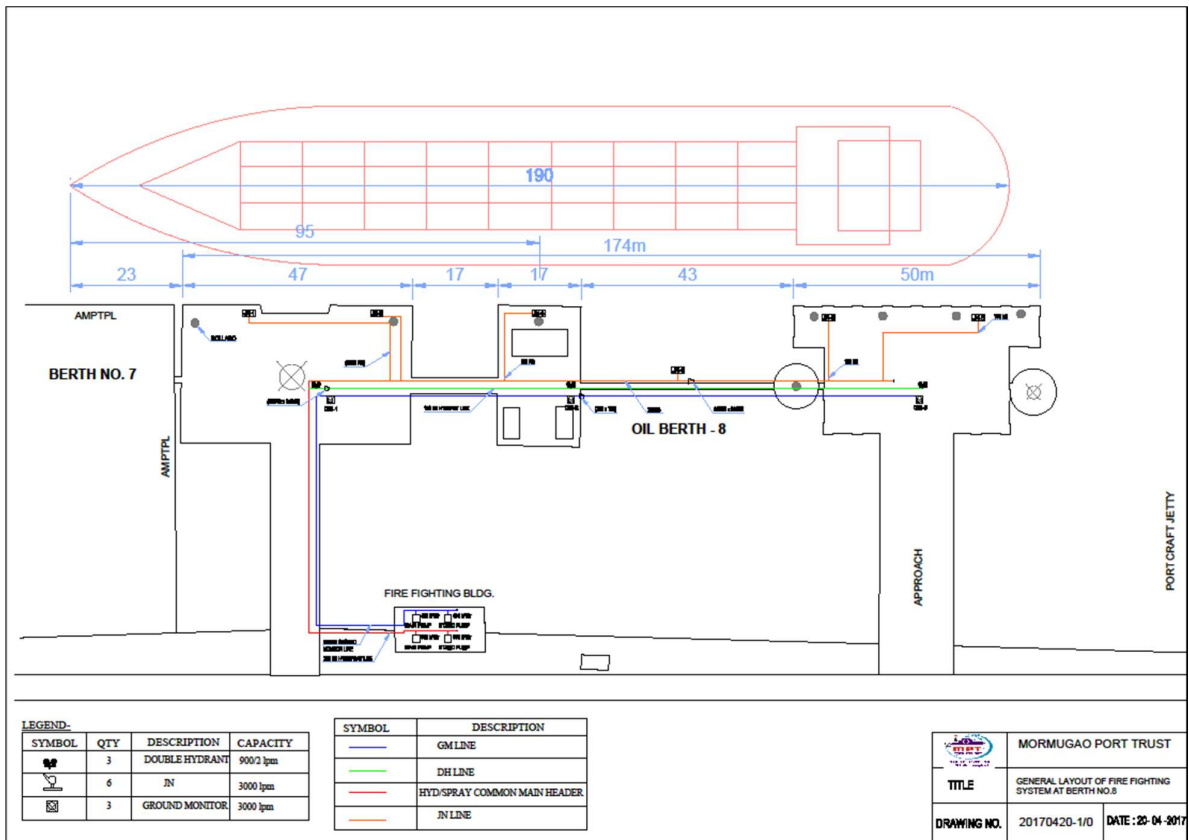
Name of the Work:- **“Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA”**

**Certificate for Applicants for Works involving possibility of  
sub-contracting sharing Land Border**

“I have read the clause regarding restrictions on procurement from a Applicant of a country which shares a land border with India and on sub-contracting to consultants from such countries; I certify that this Applicant is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT) and will not sub-contract any work to a consultant from such countries unless such consultant is registered with the DPIIT. I hereby certify that this Applicant fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

**Firm’s Seal with Signature of the authorized  
signatory of the Applicant with date**

ANNEXURE – IV



**RULES OF SAROD – PORTS**

**(ATTCHED AS SEPARATE DOCUMENT)**