

MORMUGAO PORT TRUST
FINANCE DEPARTMENT
IT CELL

NOTICE INVITING TENDERS(NIT)

DETAILS OF TENDER

1.	ORGANISATION	MORMUGAO PORT TRUST
2.	DEPARTMENT & SECTION	FINANCE DEPARTMENT, IT CELL
3.	TENDER REFERENCE NUMBER & DATE	FA/IT(7-ERP)/2016/37
4.	DESCRIPTION	OUTSOURCING OF SAP ABAP PROGRAMMING SERVICES THROUGH DEPLOYMENT OF ONE SAP ABAP TECHNICAL CONSULTANT AT MPT SITE
5.	TYPE OF QUOTATION	Two Bid System
6.	BID VALIDITY	180 days
7.	BID OPENING DATE	23.05.2016 at 15:30 hrs.
8.	OFFICER INVITING BIDS	FA & CAO
9.	BID OPENING AUTHORITY	FA & CAO / Finance Officers
10.	ADDRESS	MORMUGAO PORT TRUST Finance Department, Adminstrative Building, Headland Sada, Goa-403804.
11.	CONTACT DETAILS	0832-2594419

MPT STANDARD TERMS AND CONDITIONS FOR OUTSOURCING

1. Tender Dates:

Tenders will be published on the website www.mptgoa.com and will be published in one local daily.

The tender will have a time schedule along the lines as indicated below:

Sl. No.	Particulars	Date (DD/MM/YYYY)	Time (Hrs. Mins)
a.	Tender Publication date	07.05.2016	
b.	Document download start date	07.05.2016	
c.	Document download end date	07.05.2016	
d.	Start date for seeking Clarification by e-mail to mptgoa@mptgoa.com	09.05.2016	09:30 hrs
e.	Last date for seeking Clarification	16.05.2016	15:00 hrs
f.	Bid Submission start date	09.05.2016	
g.	Bid submission end date	23.05.2016	15:00 hrs.
h.	Technical Bid Opening date	23.05.2016	15:30 hrs.

2. Instructions for Submission of Bid:

A: The bidder has to submit his bids complete in all respects with all pages stamped and signed. All documents indicated to be submitted in “cover details” are to be enclosed without fail.

B: Price bid:

Price Bid should be submitted as per Annexure II only. Any deviation in the same is likely to be rejected.

C: All bids are to be submitted on or before the end date specified hereinabove. Tendered is instructed to refer to MPT website for publication of any corrigendum on our website pertaining change in bill of quantities/scope of work/any other conditions before submission of bids.

D. Clarifications:

Bidders can seek clarification, if any before the set due date and time for clarification. The clarifications sought will be furnished by MPT within 1- week. These clarifications will be sent even to those who have not sought the clarification but participating in the tender.

E. Bid Validity:

The validity period of the bids shall be 180 (Hundred and eighty days) days from the last date of submission of bid. The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter any terms/conditions thereof without the written consent of MPT. If a bidder is found violating this condition, MPT shall have right to take appropriate further action.

F: PRICES:

Prices quoted must be FIRM till delivery; otherwise the offer will be rejected.

G. The Technical Cover will be opened in presence of authorized representatives of the bidders. The Technical-bids shall be evaluated based on the information furnished by bidders. If any clarification is required from bidder, MPT will seek such clarifications.

H After evaluation of Technical-bids, all the bidders who participated in the tender will get information regarding their acceptance or otherwise of their tender. In case of non-acceptance of tender, reason shall be furnished. Thereafter, an e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid, in case of TWO BID SYSTEM ONLY.

3. Submission of Bid:

Please refer to the attached Annexure for detailed Scope of service and Commercial Terms & Conditions of the tender. Sealed offer can be deposited in Tender Box kept with PA to FA & CAO, 1st Floor, Finance Department, Mormugao Port Trust, Administrative Building, Headland Sada, Goa with the tender reference details & name of the tenderer on or before tender closing time and date.

- i) Part-I "TECHNO-COMMERCIAL BID" should contain
 - a) Qualifications & Experience
 - b) Earnest Money Deposit
 - b) Commercial Terms & Conditions.
 - c) All the relevant document as mentioned in the compliance sheet at Annexure "III'
 - f) Other requested documents

- ii) Tender fees as prescribed should be submitted by the tenderer in the tender box with the tender reference details & name of the tenderer on or before tender closing time and date.
- iii) Part-II "PRICE BID" containing only the price bid schedule as per the prescribed format.
- iv) On opening, Finance Department will verify whether Tender Fee as prescribed have been received in tender box on the date and time of opening.

We shall be pleased to have your lowest offer on the subject tender.

Thanking you.

Yours faithfully,

For MORMUGAO PORT TRUST

sd/-

**Financial Adviser & Chief Accounts
Officer**

1.	INSTRUCTIONS TO THE TENDERERS	ANNEXURE - I
2.	TECHNICAL ELIGIBILITY & SCOPE OF WORK	ANNEXURE - II
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4.	COMMERCIAL TERMS & CONDITIONS	ANNEXURE - IV
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INSTRUCTIONS TO THE TENDERER

1. SCOPE OF SERVICES:

Tenders are invited from the reputed firms/individuals having requisite qualifications & experience in two bids system (part-I techno-commercial bid & part-II- price bid) for supply of SAP ABAP Programming Services through deployment of one ABAP Programmer (Technical Consultant) at MPT site having requisite qualifications, exposure, experience in accordance with the scope of work specified in this tender

2. ELIGIBILITY:

The bidders should be either firms employing qualified and experienced personnel or individuals having requisite qualification, exposure & experience as specified in Annexure II.

3. EARNEST MONEY DEPOSIT:

- i. Earnest Money Deposit of Rs. 20,000.00 (Rupees Twenty Thousand only) should be submitted along with Technical Bid, in the form of Demand Draft/Pay order in favour of Mormugao Port Trust, payable at Mormugao Harbour/Vasco-Da Gama.
- ii. The Tenderers EMD will be forfeited, if the tenderer withdraws his tender during the period of tender validity; or invalidates his tender; or wants to modifies his tender unilaterally during the period of tender validity or refuses to accept the correction of errors. If any of the documents submitted with tender or thereafter and are found false / forged, during tender evaluation or during contract execution, EMD/Security deposit of such tenderer shall be forfeited, EMD of successful tenderer may also be forfeited, if tenderer fails to accept/sign the contract or fails to execute the contract.
- ii. EMD of the successful bidder will be adjusted towards the Security Deposit. EMD of unsuccessful tenderer shall be returned on finalization of contract & placement of contract/ order on successful tenderer.

4. FRAUDULENT PRACTICES:

The firm/individual shall not be eligible to participate where it has been determined to have engaged in corrupt or fraudulent practices and or found that firm/individual has submitted false / forged documents. In this regard, decision of MPT will be final.

4. COMMENCEMENT OF SERVICES:

The tenderer is required to commence providing the services of ABAP resource at MPT site within 15 days from the date of receipt of Purchase Order.

5. COST OF TENDERING

The tenderer shall bear all costs associated with the preparation and submission of its tender, regardless of the conduct or outcome of the tendering process including cancellation of this tender process.

6. CONTENT OF TENDER DOCUMENTS

The tenderer is expected to examine MORMUGAO PORT TRUST tender terms & conditions, including all instructions, forms, contract terms and specifications, tenderer may visit MPT, for required details, failure to furnish all information as per the tender documents shall lead to rejections of tender and no correspondence on this subject shall be entertained by MPT.

7. LANGUAGE OF TENDER

The tender and all documents and correspondence relating to the tender exchanged by the Firm and MPT shall be either in English or Hindi language only.

8. GOVERNING OF TENDER:

Any order resulting from this tender enquiry, shall be governed by the all Terms & Conditions of the Tender, and the tenderer quoting against this enquiry, shall be deemed to have read and understood the same and are binding on the tenderer.

9. COUNTER OFFER

Where counter terms & conditions are offered by the tenderer, the tenderer shall not be governed by those, unless, specific acceptance of the same is conveyed in writing in the order or otherwise by MPT.

10. PERIOD OF VALIDITY OF TENDERS

The tender must be valid for a minimum period of 180 days from the date of the tender opening. In exceptional circumstances, MPT may request for extending the period of validity for a specified additional period. Tenderer may refuse to extend the validity of their offer.

11. CURRENCIES AND PAYMENTS

The rates and prices quoted by the tenderer should be in the Indian Rupees.

12. TWO BID SYSTEM:

Tenderer must submit their supporting documents relating to qualification and experience in a separate sealed envelopes, Super scribed on the envelope as **“OUTSOURCING OF SAP ABAP PRGRAMMING SERVICES THROUGH DEPLOYMENT OF ONE SAP ABAP TECHNICAL CONSULTANT AT MPT SITE”**.

Tender No. FA/IT(7-ERP)/2016/37 dated: 07.04.2016

Tender closing: 23.05.2016

Addressed to.

FA & CAO,
FINANCE DEPARTMENT,
MORMUGAO PORT TRUST,
ADMINISTRATIVE BUILDING,
HEADLAND SADA, GOA 403 804.

12.2 Tenderer may forward their supporting documents by Registered Post or deposited in the Tender Box marked "Finance Department" kept at 1st Floor, Finance Department, Administrative Building, MPT, Headland Sada, Goa. and ensure same are delivered /deposited at MPT prior to scheduled tender opening time & date.

12.3 If qualification documents are not received before tender opening, the tender submitted will be rejected and same will not be considered for further processing.

13. COMPLIANCE OF COMMERCIAL TERMS:

A statement of compliance to the Commercial terms and conditions detailed at Annexure "IV". Techno-commercial offer, failing which, it shall be presumed that the firm shall meet all the commercial terms and conditions specified as per tender enquiry.

14. SIGNING OF TENDER DOCUMENTS:

A Power of Attorney, duly authorized by competent Authority indicating, the person (s) signing the tender, who have the authority to sign the Tender and thus the Tender is binding upon the Tenderer.

15. OPENING OF "TECHNO-COMMERCIAL BID – "I":

On opening the Part –I "Techno – Commercial Bid", MPT will ascertain whether the Firms/Professionals have submitted the tender shall not be considered for further evaluation and such tenders shall be considered as 'non-responsive' and shall be rejected outright.

16. RESPONSIVE TENDER:

16.1 A substantially responsive tender is one, which conforms to all the terms, conditions and specifications of the tender documents without deviation, reservation or omission. A deviation, reservation or omission is one:

(a) Which limits MPT's rights or the tenderer's obligation under the contract; and is inconsistent with the tender documents.

(b) The rectification of which would affect unfairly the competitive position of other tenderer presenting substantially responsive tenders.

(c) MPT's determination of a tender's responsiveness will be based on the contents of the tender submitted.

16.2 If a tender is not substantially responsive, it will be rejected by MPT, and may not subsequently be made responsive by correction or withdrawal of the non-conformity.

16.3 Tenders determined to be substantially responsive will be checked by MPT.

16.4 If the successful Tenderer does not accept the correction of the errors, this will be considered as tenderer is invalidating its tender.

17. CLARIFICATION ON “TECHNO-COMMERCIAL” BID:

To assist in the examination, evaluation and comparison of the Part 1 “Techno – Commercial” part of the Tenders, MPT may at its discretion, seek from the tenderer individual clarification of their Tenders, if so required. The request for clarification and the response shall be in writing, by mail or by fax / e-mail, but no change in the rates and prices or substance of the tender shall be sought, offered or permitted. If required technical negotiation meeting will be convened with the tenderer for the technical acceptance of their tender.

18. OPENING THE “PRICE BID”:

“Part II - Price Bid” shall be opened of only those techno-commercially accepted tenders, which, in the view of the MPT, have met the requirements of the MPT in the “Techno-Commercial Bid (Part 1)”. Price bid opening intimation will be sent only to the Techno-Commercial accepted tenderers. MPT’s decision in this regard will be final.

19. EVALUATIONS AND COMPARISON OF TENDERS:

MPT will evaluate and compare only the tenders determined to be substantially responsive.

20. MPT’S RIGHT TO ACCEPT OR TO REJECT ANY TENDER:

In case lack of participation of firms or the price offers received are not acceptable to MPT, MPT reserves the right to accept or reject any tender, and to cancel the tender process and reject all tenders at any time prior to award of the contract, without thereby incurring any liability to the affected Firm, any obligation to inform the affected Firm of the grounds for MPT’s action.

21. NOTIFICATION OF AWARD:

MPT will notify to the successful Tenderer by Fax, e-mail or in writing by registered letter, that its tender has been accepted. A detailed Purchase Order with agreed technical and commercial terms and conditions will be issued to the successful Tenderer. The Successful Tenderer is required to deploy the ABAP Resource within 15 days of receipt of Purchase Order.

MORMUGAO PORT TRUST

TECHNICAL ELIGIBILITY CRITERIA & SCOPE OF WORK

I] ELIGIBILITY OF ABAP PROGRAMMER

- A. The ABAP Programmer should be having following qualifications/experience.
1. MCA/M.Sc.(Information Technology)/M.Sc.(Computer Science) from a recognized University

or

Degree in any discipline from a recognized university with P G Diploma in Computer Applications/Information Technology/Computer Science

or

Degree in Computer Engineering
 2. Minimum five years experience in IT field in system analysis, system development and programming.
 3. Minimum three years experience in SAP ABAP programming. The details of the SAP ABAP technical experience (checklist) of the resource to be deployed at site is to be submitted in prescribed format as per "Annexure VII".

II] SCOPE OF WORK:

The scope of work shall, inter-alia, include but not be limited to the following:

1. ABAP Programming in HR, FI-CO, SD, MM, PM, PS, CS, RE & PI/XI modules
 - Enhancement framework, user exits, BADI and dialog programming / module pool, web-dynpro in ABAP
 - Conversions using BAPI, BDC
 - Reporting in ALV, Interactive and list.
 - Electronic Data Interchange (EDI)
 - Application Link Enabling (ALE) Communication with Legacy Systems.
 - Analyzing Standard Transactions with Debugging
 - ABAP activity viz. SPAU/SPDD during application of patches, EHPs. etc.
 - Development/Customizations for Integration for other legacy software such as RFID based Access Control, Bio-metric Attendance System, Hospital Management System etc.
 - Any development in ABAP related to HR, FI-CO, SD, MM, PM, PS, CS, RE modules.

2. Providing guidance to IT officials, trainees and IT contract personnel.
3. The ABAP Programmer has to work on all the ABAP jobs assigned to him/her during the contract period. The flow of activities under this service contract is as follows but this is not exhaustive listing.
 - i) Help functional team/user to prepare Functional Specification (FS) of all the Development / Modification jobs.
 - ii) The ABAP Programmer will do development as per the FS and should complete the same within mutually agreed time between MPT and the vendor. He/she may consult with the respective functional team member for any clarification regarding the business process.
 - iii) On completion of development/modification, same will be given for unit testing.
 - iv) On successful completion of unit testing the ABAP Programmer will release the development for transporting to production. Otherwise, he/she will restart the process from step No iii) above.
 - v) ABAP programmers help may be needed during testing.
 - vi) After successful release of the job, the ABAP Programmer has to prepare the Technical specification (TS) in the same SAP Request Form and hand it over to MPT Single Point of Contact.
 - vii) The job assigned to the programmer will be considered as closed if the same is successfully transported to PRD, it meets the requirements as described in the FS document and the completed TS in the same SAP Request Form is signed off by MPT Single Point of Contact.

LIST OF DOCUMENTS TO BE ATTACHED AND UNDERTAKING FROM TENDERER

Sr. No.	Description of Documents	Compliance Yes/No	Document Attached
1	Resume of the ABAP resource to be deployed at Site duly signed by the tenderer		
2.	Proof of functional knowledge/experience in SAP modules i.e. HR, FI-CO, SD, MM, PM and CS.		
3	Educational/Professional Qualifications Certificates		
4.	Proof of minimum 5 years service in IT field in system analysis/system development and programming.		
5.	Proof of minimum 3 years experience in ABAP programming.		
6	Commercial Terms and Conditions duly signed.		
7	Undertaking as per Annexure VI duly signed		
8	SAP ABAP Technical Experience Checklist duly signed		
9	Form of Agreement as per Annexure 'VIII' duly signed		

Supporting documents submitted by the tenderers should be certified true copies or photocopies duly signed by authorized person of the firm, with tendering firm's seal. Tenderer shall submit the information in a tabulated format along with the supporting documents for each. Submitted documents should be clear, readable, and complete with page numbers, indicating total number of pages attached to each document.

MPT has a right to verify/cause verification of authenticity of the said documents whenever felt necessary.

NOTE:

- i) Tenderers have to confirm having submitted all the applicable Certificates/Documents, as asked above at Sr. No. (1) to (7).
- ii) All the points from Sr. No. 1 to 5 above are to be read and interpreted in reference to the eligibility as specified in Annexure II.

I/We hereby declare that I/We have read the all tender terms & conditions and confirmed that I/We understood the same. All terms & conditions are acceptable to us.

.....
(Signature of the Tenderer)

Full Name & Address of the
Company/Professional.

Seal of the Company.

Strike out whichever is not applicable.

COMMERCIAL TERMS & CONDITIONS**1. RATES/PRICES:**

- 1.1 The Rates/Prices quoted and as accepted by MPT shall remain fixed & firm till the satisfactory execution of work covered under the Tender. No increase in rates or prices, whatsoever, on any account, shall be considered by MPT during the currency of the contract.
- 1.2 The rate quoted should be in terms of charges for one month exclusive of Service Tax.

2. SECURITY DEPOSIT

Security deposit will be 10% of the annual contract value which shall not attract any interest, thereon. Firstly, the EMD amount would be adjusted towards the Security deposit and the balance amount of Security Deposit would be recovered from monthly payments in 10 installments. The Security Deposit shall only be refunded by MPT on successful execution of the contract to the entire satisfaction of MPT. In the event of failure to execute the Contract/Order satisfactorily or default by the Contractor, the Security Deposit will be forfeited.

3. FORFEITURE OF EMD/SECURITY DEPOSIT

The breach of any of the terms & conditions of the tender shall result in discontinuation of further dealings with the Tenderer and/or forfeiture of their EMD or the Security Deposit, as the case may be, at MPT discretion.

4. DELIVERY

The tenderer shall commence the services as soon as possible but not later than 15 days from the date of issue of Purchase order.

5. SERVICE TIMINGS

The resource deployed is required to work on all MPT Administrative Office working days. The resource would be required to work beyond normal working hours in case of requirements. The ABAP resource will be allowed absence of one day per month which can be accumulated. However, the resource will be allowed to absent itself for a maximum of 5 days in a month with the permission of the designated officer of the Port. The un-availability of the resource over and above the permitted period would be recovered on pro-rata basis.

6. TERMS OF PAYMENT

- . Payment will be made on monthly basis within 15 days from the date of receipt of invoice for services provided for the previous month.

7. STATUTORY REGULATIONS:

For work required to be carried out inside MPT premises, the tenderer shall have to comply with all statutory Rules & Regulations such as ESI, PF Act, family Pension Scheme, etc.

8. INDIVIDUALITY OF CONTRACT

8.1 The order resulting from the Tender shall be treated as an individual contract, and it shall not create any general lien to the tenderer, and shall not get prejudiced in execution due to any situation arising out of some other contract that the tenderer may have with MPT.

8.2 Tenderer shall not further Sub-Contract this order or part thereof to any other party/firm/individual without prior approval of MPT.

9. ORDER ACKNOWLEDGEMENT

In the event of order acknowledgement and acceptance of the order including all terms and conditions on a MPT prescribed format is to be submitted by the tenderer.

10. AGREEMENT

On receipt of award of work, an Agreement shall be executed between the BOARD and the successful tenderer within 30 days of the award of the contract or in default and until, a formal agreement is prepared and executed, this tender together with written acceptance thereof shall constitute a binding contract.

11. ARBITRATION

11.1 In the event of any question, dispute or difference arising under the agreement resulting from this tender or in connection therewith, the same shall be referred to the sole arbitration of the Chairman of Mormugao Port Trust (MPT) or if his designation is changed or his office is abolished, then in such cases to the sole Arbitration of the officer for the time being entrusted with the function of the Chairman of MPT, Headland Sada, by whatever, designation such officer may be called (hereinafter referred to as the said officer) and if the Chairman of MPT, or the said officer is unable or unwilling to act as such, to the sole arbitration of some other person appointed by the Chairman or the said officer.

There shall be no objection to any such appointment on the ground that the arbitrator is a Government servant, or that he has to deal with the matter to which the agreement relates, to or that in the course of his duties as Government Servant he has expressed his views on all or any of such matter in dispute or indifference. The word of the arbitrator shall be final and binding on the parties.

11.2 It shall also be the terms of the agreement that in the event of such arbitrator, to whom the matter is originally referred to, is under transfer, or is vacating, his office or is unable to act for any other reasons, whatsoever, the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement, and the person so appointed, shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

11.3 Upon any and every reference for the award, as aforesaid. The cost of the proceeding including all expenses, incidental thereto, shall be at the discretion of the arbitrator.

11.4 The Venue of arbitration proceedings shall be at MPT premises or such other place, as the arbitrator may decide.

12. TERMINATION OF CONTRACT

In the event of services being found poor, MPT reserves the right to cancel the contract at any time at MPT discretion by serving one months notice.

13. JURISDICTION

In the event of any dispute, the same shall be subject to the jurisdiction of the "Courts in Goa".

(I/We hereby agree to the Terms and Conditions)

Signature and Seal of the Tenderer

PRICE BID (SCHEDULE)

(To be submitted with Part II (Price Bid))

To

M/s. MORMUGAO PORT TRUST
 Headland Sada,
Goa-403 804.

Sr. No.	Description	Quantity	Monthly Rate in Rs.
1.	Monthly Charges for Outsourcing of SAP ABAP Programming Services through deployment of one SAP ABAP Technical Consultant at MPT Site as per scope defined in Annexure II.	one resource person	

(Rupees
only)

Signature..... in the capacity of.....
 duly authorized to sign tenders for and on behalf of

Address:

Date:

Company Seal

MORMUGAO PORT TRUST

HEADLAND SADA, GOA.

I/We have read and understood the scope of work.

1. I/We have read and understood the scope of work; we confirm that Commercial Terms & Conditions are acceptable to us.

(Signature of the Tenderer)

Full Name & Address of the Company/Professional: _____

Seal of the Company

Strike out whichever is not applicable.

MORMUGAO PORT TRUST

HEADLAND SADA, GOA.

SAP ABAP TECHNICAL EXPERIENCE CHECKLIST

Sr. No.	Area of Experience possessed by the SAP ABAP resource to be deployed at MPT Site	Indicate whether Yes/No
1	Functional knowledge/experience in SAP modules i.e. HR, FI-CO, SD, MM, PM and CS.	
2	All the RICEFW (Reports, Interfaces, Conversions, Enhancements, Forms, Workflows) components	
3	ABAP Tools: SAP Query, Report Writer, Report Painter, Workflow, Menu Painter, Screen Painter and Function Modules	
4	ABAP Data Dictionary: Tables, Include Structures, Domain, Data Elements, Structure, Views, Index, Search Help and Lock Objects	
5	Reporting: Classical, Interactive Reports, ALV Reports	
6	Interfaces: Business Application Programming Interface (BAPI) using Business Object Repository (BOR), ALE/IDoc, RFC Function Modules	
7	Conversions: BDC, LSMW	
8	Enhancements: User-Exits, CMOD/SMOD Function-Exits, BADI, BTE, BDT	
9	Forms: SAP Script, Smart forms, Adobe Forms	
10	Proficient in Dialog Program (Module Pool-Dialog Programming) using screen painter, flow logic -with PBO, PAI and Transaction code	
11	ABAP OOPs	
12	ABAP WebDynPro programming	
13	SAP NetWeaver Gateway	

(Signature of the Tenderer)

Full Name of the Resource

to be deployed at MPT Site : _____

Form of Agreement

This Agreement is made this _____ day of _____, two thousand sixteen between the Board of Trustees of Mormugao Port Trust, a body corporate under Major Port Trust Act, 1963 (hereinafter referred to as the "Board" represented by _____, _____ which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in office and assigns) on the ONE PART and M/s. _____, a company incorporated under the Companies Act, 1965 and having its registered office at _____, (hereinafter referred to as **Contractor** 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 of Trustees of the Mormugao Port Trust has entrusted the job of Outsourcing of SAP ABAP Programming Services through deployment of one SAP ABAP Technical Consultant at MPT Site vide Purchase Order no. _____ dated _____ and other documents enclosed at "Annexure ___" to "Annexure ___" hereinafter shall be deemed to form and be read and construed as part of this agreement.

Now this Agreement witnesseth as follows:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

The Contractor hereby covenants with the Board of Trustees of Mormugao Port Trust to execute the 'Service' in conformity, in all respects with the provision of the agreement.

The Board of Trustees of Mormugao Port Trust hereby covenants to pay the contractor in consideration of such execution of the 'Service' the 'Contract price' at the time and in the manner prescribed by the contract.

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

FOR AND ON BEHALF OF
MORMUGAO PORT TRUST

Authorised signatory

Name:

Title:

In the presence of :

FOR AND ON BEHALF OF

Authorised Signatory

Name:

Title:

In the presence of :