

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

e-TENDER No. **CE/11/2019**



**AN ISO 9001-2015 PORT**  
**ISPS CODE Compliant**

**e-TENDER FOR “PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”**

**THROUGH E –TENDER ON WEB SITE**

**<https://eprocure.gov.in/eprocure/app>**

**Last Date of Bid submission : 23/05/2019 at 15.00 hrs**

**MORMUGAO PORT TRUST**

**ENGINEERING (CIVIL) DEPARTMENT**

**e- PORTAL NOTICE INVITING ONLINE TENDER**

**e-TENDER No. **CE/11/2019****

**e-TENDER FOR “PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”**

**Sale of tender** : From 03-05-2019 to 23-05-2019

Last date & time : 23/05/2019 at 15.00 hrs.

Cover I opening : 24/05/2019 at 15.30 hrs.

**Further Details** : <http://eprocure.gov.in/eprocure/app>

**Chief Engineer**

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/ 11 /2019**

**Name of the Work: “PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”**

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**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/11/2019**

**Name of the Work: "PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH"**

**F I R S T C O V E R (TECHNICAL BID)**

**(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE / COVER)**

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**NOTICE INVITING ONLINE TENDERS (NIOT)**

**Details about tender:**

Tender inviting	CHIEF ENGINEER , MORMUGAO PORT TRUST	
e - Tender No.	e-TENDER No. <b>CE/11/2019</b>	
Name of Work	<b>e-TENDER FOR “PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”.</b>	
Bidding Type	Open (e-tender mode only)	
Tender Currency Type	Single	
Tender Currency Settings	Indian Rupee (INR)	
Estimated cost put to tender	Rs. 18,82,000/-	
Tender Cost	Rs. <b>2,000 /-</b>	<b>Mode of Payment : e-Payment Only</b>
EMD Cost	Rs. <b>29,100 /-</b>	
Transaction fees (Processing fees payable by each Tenderer)	Nil	
Payment of Tender Fee & EMD	<p>The Tender fee and EMD shall be paid in e-payment mode or in the form of DD/Bankers cheque. The EMD exemption Certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority shall be submitted in electronic format (by scanning) while uploading the bid.</p> <p>Mode of Payment towards Tender Cost and EMD to be paid online through e-Payment mode before due date via :</p> <p>1.National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS). Tenderer requires download pre-printed Challan towards credit of ITG available on e-tender website and make its payment through any of their Bank.</p> <p>2. Internet Payment Gateway (Debit/ Credit Card of type VISA, MASTERCARD or RuPay.</p>	

	<p>3. Net Banking: Payment can be made through the Internet Banking of Any Bank.</p> <p>4. D.D/Bankers cheque shall be submitted at the Chief Engineers Office before opening of Technical Cover.</p> <p><b>Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.</b></p>
Security Deposit	5 % of the contract value in the form DD / Bankers cheque from any Nationalised / Scheduled Bank, having its branch at Goa
Commencement Period	Within 15 days from acceptance of the work order.
Period of Contract	Within <b>60 working days.</b>
Qualifying Criteria :	<p><b><u>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</u></b></p> <ol style="list-style-type: none"> <li>1. The bidder or his parent company or joint venture or partnership should have <b>Average Annual Financial Turnover</b> during the last Three (3) years ending 31<sup>st</sup> March 2018 should be at least <b>Rs. 5,82,000/-</b> Auditors report in original certified by CA or statutory auditors, for the years 2015-16, 2016-17 and 2017-18 including relevant P/L a/c and balance sheet. In case of the Foreign Bidders the audited financial statement for the calendar year ending 2016, 2017 and 2018 should be submitted.</li> <li>2. The bidder or his parent company or Joint Venture or partnership should have thorough experience in similar works during the last 07 years prior to application due date, should be either of the following: <ol style="list-style-type: none"> <li>i. Three similar completed works of contract value not less than Rs. <b>7.76</b> lakhs</li> <li>ii. Two similar completed works of contract value not less than Rs. <b>11.64</b> lakhs</li> <li>iii. One similar completed work of contract value not less than Rs. <b>15.52</b> lakhs</li> </ol> </li> </ol> <p><b>‘SIMILAR’ Works – means “ Experience in Civil Engineering works including Fabrication and installation of structural works”</b></p> <p><b><u>Please Note:</u> The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2015-16, 2016-17 and 2017-18 (Provisional / original copy certified by Chartered Accountant/ Statutory Auditor with Profit /Loss Account and balance sheet).The work order copies for similar works where experience is being claimed, successful completion certificates with performance certificate from clients indicating the date of completion, value of work done is required for the technical evaluation without which the technical scrutiny cannot be carried out and bid will be outright rejected without giving any clarification to the tenderers.</b></p>

Date & Place of Pre Bid Meeting	<b>N.A</b>
Date for submission of Bids	<b>15/05 /2019 @ 15:00 Hrs</b>
Last Date & Time for Receipt of Bids	<b>23 /05 /2019 @ 15:00 Hrs.</b>
Bid Opening Date	Techno-commercial Bid (Cover-I) will be opened on <b>24/05/2019 @ 15.30 Hrs.</b> Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.
Bid Validity	<b>120 days</b> from the last date fixed for receiving the tender.
Online Documents required to be submitted by scanning	<ul style="list-style-type: none"> <li>a. EMD in the form of DD or Bankers Cheque or online through e-payment.</li> <li>b. Copy of documents viz. Work Order, Completion certificate with performance, Financial Turnover, Auditor's report, Balance sheet, P/L account statement etc. Financial Turnover Certificate as at Appendix-II.</li> <li>c. Entire Tender document, each page and form duly signed and filled in.</li> </ul>
Address for communication:	<b>Chief Engineer,</b> Engineering (Civil) Department., Mormugao Port Trust, 2nd Floor, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.
Contact Details	<p><b>For Tender related queries ---</b> Phone :0832 – 2594617 ;</p> <p><b>For e-Tendering help contact:</b></p> <p>The Help Desk will be your first point of contact at NIC.</p> <p><b>Telephone:</b> For any queries, please call 24 x 7 Helpdesk No.: <b>0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787</b></p> <p><b>Email:</b> Kindly send your Technical queries to <b>cppp-nic@nic.in</b></p> <p>Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue with the Contact details.</p>
Website	<b><u><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></u></b>

**Format and Signing of Bid**

The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.

The Bid shall contain no alterations, additions, except those to comply with instructions issued by the Port.



## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

1. Bidders to follow the following procedure to submit the bids on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

## **REGISTRATION**

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

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

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

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

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

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

## **SEARCHING FOR TENDER DOCUMENTS**

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

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

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

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. Date of submission of Bids is from **15-05-2019** onwards
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to

be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

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

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

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

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

### **ASSISTANCE TO BIDDERS**

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

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

**Chief Engineer  
MORMUGAO PORT TRUST**

**MORMUGAO PORT TRUST**  
**ENGINEERING CIVIL DEPARTMENT**

**TENDER NO CE/11/2018**

**“PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”**

**ELECTRONIC PAYMENT SYSTEM MANDATE FORM**

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

Name of the Beneficiary	<b>MORMUGAO PORT TRUST GENERAL ACCOUNT</b>
Address of Beneficiary with PIN Code	<b>Administrative Office Building, Headland Sada, GOA - 403804</b>
PAN Number	<b>AAALMO293P</b>
Name & Mobile Number of responsible person	<b>Raghunath Morajker / 9423059702</b>
Name of the Bank and Branch	<b>STATE BANK OF INDIA, Harbour Branch</b>
Bank Telephone No.	<b>0832-2520212</b>
Address of the Bank	<b>STATE BANK OF INDIA MORMUGAO HARBOUR, GOA - 403803</b>
MICR Code of the Bank	<b>403002024</b>
IFSC Code No.	<b>SBIN0002164</b>
Type of Account and Branch Code	<b>Current Account / Branch Code:- 002164</b>
Account number of the Bank	<b>10438017048</b>
	<b>MPT GENERAL ACCOUNT</b>
Beneficiary E-mail ID	<b><a href="mailto:cashmpt@mptgoa.gov.in">cashmpt@mptgoa.gov.in</a></b>

## **INSTRUCTION TO TENDERERS (ITT)**

Tenders are invited on behalf of Mormugao Port Trust (MPT), from reputed firms fulfilling the Minimum Eligibility Criteria (MEC) as detailed at clause 1.5.1 of the tender document for the work of **“PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”**

- 1.2 Bidder is required to submit their tender offer in the form of Two cover system on or before due date (Refer NIOT). The time of opening of technical bid is as indicated at NIOT.
- 1.3 The Notice Inviting Tenders (NIOT) issued by MPT forms part of the Tendering Documents.
- 1.4 The Bidder shall make his all out efforts to ensure the correctness of Documents available on the Web site. MPT is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained directly from MPT.
- 1.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

### **1.5.1. MINIMUM ELIGIBILITY CRITERIA (MEC)**

1. The bidder or his parent company or joint venture or partnership should having **Average Annual Financial Turnover** during the last Three (3) years ending 31<sup>st</sup> March 2018 should be at least Rs. **5,82,000/-** Auditors report in original certified by CA or statutory auditors, for the years 2015-16, 2016-17 and 2017-18 including relevant P/L a/c and balance sheet. In case of the Foreign Bidders the audited financial statement for the calendar year ending 2016, 2017 and 2018 should be submitted.
2. The bidder or his parent company or Joint Venture or partnership should have thorough experience in similar works during the last 07 years prior to application due date, should be either of the following.
  - i. Three similar completed works of contract value not less than Rs. **7.76** lakhs
  - ii. Two similar completed works of contract value not less than Rs. **11.64** lakhs
  - iii. One similar completed work of contract value not less than Rs. **15.52** lakhs

**‘SIMILAR’ Works – means “Experience at Civil Engineering works including Fabrication and installation of structural works”**

***Please Note: The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2015-16, 2016-17 and 2017-18 (original copy certified by Chartered Accountant/ Statutory Auditor with Profit /Loss Account and balance sheet).The work order copies for similar works where experience is being claimed, successful completion certificates with performance certificate from clients indicating the date of completion, value of work done is required for the technical evaluation without which the technical scrutiny cannot be carried out and bid will be outright rejected without giving any clarification to the tenderers.***

## **1.6 LAST DATE FOR SUBMISSION OF TENDER**

The final date of submission is as indicated at the NIOT. MPT may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be summarily rejected

## **1.7 BIDDER TO INFORM HIMSELF FULLY**

- a. The Bidder is expected to examine carefully the contents of the tender document like Instructions to the Bidders, General Conditions, Special Conditions, Scope of work, Technical Specification etc. Failure to comply with the requirements of the tender will be at the Bidder's own risk. It would be deemed prior to the submission of the tender that the Bidder has made a complete and careful examination of requirements and other information set out in the tender document.
- b. The Bidder is advised to get acquainted himself with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of Goa and Govt. of India and any other Statutory bodies as well as MPT regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with MPT.
- c. Bidder shall bear all costs associated with the preparation and submission of his tender and MPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

## **1.8. EARNEST MONEY DEPOSIT (EMD)**

- a. The Bidder shall furnish an EMD of **Rs.29,100 /-**, without EMD the tender shall be treated invalid. The E.M.D. shall be paid through e-payment mode, for amount Rs. 29,100 /-, or EMD shall be submitted in the form of Demand Draft / Bankers cheque from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa. Format for the Bank Guarantee for EMD is enclosed as APPENDIX-IX. The BG shall be submitted in electronic format (by scanning) while uploading the bid and the original Bank guarantee shall be furnished to the Chief Engineer, MPT, Goa, through post or by hand and shall reach on or before the date of opening of the bid for the purpose of realization.
- b. To claim EMD exemption of the tenderers are required to produce an attested copy of the registration Certificate issued in the name of the firm who will submit the tender document. The exemption from the payment of EMD will be allowed only if similar work of the tender match with the enlistment statement shown in the Certificate issued by SSI/MSME/NSIC or any empowered Central/State Govt. Authority. No claims for exemption without the details stipulated above will be considered. The SSI/MSME/NSIC or any empowered Central/State Govt. Authority or any empowered Central/State Govt. Authority registration Certificate shall be submitted in electronic format (by scanning) while uploading the bid.

- c. In the event of Bidder withdrawing his tender before the expiry of **tender validity period of 120 days** from the date of opening of technical bid, the tender submitted by the Bidder shall be cancelled and EMD shall be forfeited.
- d. The Earnest Money Deposit of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Bidder shall be refunded only on receipt of Security Deposit as stipulated in the tender.
- e. MPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if he fails to furnish the necessary Security Deposit towards performance within 21 days and enter into a Contract within 21 days from the date of receipt of Letter of Acceptance (LOA).

**1.9. Performance Guarantee ( Security Deposit ) :**

The **successful bidder has to furnish 5 % of the contract value towards Performance Guarantee within 21 days of the issue of Work Order / Purchase Order**, in the form of Demand Draft or Bankers Cheque from Nationalized / Scheduled Bank having a branch in Goa, failing to furnish the Performance Guarantee within the prescribed time, the tender is liable to be terminated and entire amount of EMD will be forfeited. The Performance Guarantee shall be retained with the Port till the defect liability period plus claim period of 2 months.

**2.0 Retention Money :**

**Retention Money will be recovered at the rate of 10 % on the value of each running bills, limited to 5 % of the contract value. Retention money will be released on completion of defect liability period.**

**2.1 MPT'S RIGHT TO ANNUL THE BIDDING PROCESS**

- a. Notwithstanding anything contained in this tender document, MPT reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.
- b. MPT reserves the right to invite revised Techno-commercial bids with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c. MPT reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.



## **2.2 TENDER VALIDITY**

The tender shall remain valid for acceptance for a period of 120 days from the date fixed for opening of Technical Bid. MPT reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the Bidder is agreeing to the extension, the Bidder shall correspondingly extend the validity of the tender suitably against this Tender. In case Bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such Bidders shall be refunded after award of the contract.

## **2.3. AUTHORITY IN SIGNING TENDER DOCUMENTS**

- a. The tender document and Price Bid shall be submitted by the person or persons duly authorized to sign on behalf of the Bidders.
- b. At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in the document as per declaration form as per Appendix – VII.
- c. The tender, if submitted on behalf of principals or a Partnership Firm or Joint Venture should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or all the partners constituting the firm or the Principals as the case may be. The technical and financial experience of the Parent Company / Joint venture /Partnership/ Principal can be considered subject to submission of the documentary evidence for the wreck removal works carried out.
- d. In the event, the tender is signed by some of the partners or other persons or the Agents, the Tender should be accompanied by a valid Power of Attorney duly executed by partners/Principals/ JV partners specifying that the partners or person/s or Agents signing the tender has the authority to bind them or the firm as the case may be, in all matters pertaining to the tender.
- e. In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

## **2.4 AMENDMENTS**

- a. At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender document. The amendments so carried out shall be forwarded to all the prospective Bidders prior to the last date for submission of the tender in writing either by post or e-mail including displaying the said amendment on MPT web site. The prospective Bidders shall immediately acknowledge receipt thereof either by post or mail (scanned copy with seal & sign) followed by hard copy.
- b. The amendment so carried out shall form part of the tender and shall be binding upon the Bidders. MPT may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments.



## **2.5 TEST OF RESPONSIVENESS**

Prior to evaluation of Tender, the Authority shall determine whether each Tender is responsive to the requirements of the tender. A tender shall be considered responsive only if:

- a. It is received by the Tender Due date including any extension thereof;
- b. Tender cost of **Rs 2,000/-** and the Earnest Money Deposit of **Rs 29,100/-** has been remitted through e-payment or DD or Bankers cheque as indicated at the NIOT or exemption claimed by producing an attested copy of registration certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority.
- c. The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in electronic format in original for the year 2015-16, 2016-17 and 2017-18 (provisional) as per Appendix - IV, along with relevant profit and loss statements and balance sheets.
- d. Copies of work order for similar works, successful completion certificate with performance and value of work done to be submitted in electronic format.
- e. The Power of Attorney, as per Appendix- XI, to be furnished in electronic format.
- f. The tender document along with all the forms to be filled and submitted online with sign and seal.
- g. The bank details like name of bank, bank branch, type of account, bank Account no., MICR code, etc as per Appendix - XII
- ii) The bidder shall submit copy of valid Service tax Registration Certificate, PAN, VAT, EPF registration and ESI registration number.
- iii) The Bidder should not be black listed by any Government or Non Government Organization as per Appendix - VII

### **iv) INTEGRITY PACT (NOT APPLICABLE FOR THIS WORK)**

The Tenderer have to execute an "Integrity Pact" (IP) as per the format attached in APPENDIX- XIII of this tender document. Integrity pact shall cover the tender throughout its various phases and it would be deemed as a part of the contract. The Tenderer should sign and submit the "Integrity Pact" to be executed between the Tenderer and Mormugao Port Trust along with the Tender in a separate envelope superscribing "Integrity Pact". Tenders not accompanied with IP will be rejected. The IP would be implemented through the following Independent External Monitor (IEM) for this tender.

Dr.Ajit Raizada,( IAS.ret'd.),  
D-2, 74 Bunglows,  
TT Nagar, Bhopal  
Madhya Pradesh

The Integrity Pact duly signed shall be placed in envelope containing Techno-Commercial bid.

The Tender fee and EMD shall be furnished as indicated in the NIOT. Upon confirmation of receipt of the same the Techno-commercial bid (Cover-I) shall be opened on the date indicated at the NIOT. The Price-bid of only those Bidders shall be opened whose Tender is found to be responsive. The date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.

The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.

## **2.6 ERRORS IN THE TENDER DOCUMENT**

- a. Provided that a Tender is substantially responsive, the Port may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.
- b. Provided that a Tender is substantially responsive, the Port may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Bidder to comply with the request may result in the rejection of its Tender.
- c. Provided that the Tender is substantially responsive, the Port shall correct arithmetical errors on the following basis:
  - (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Port there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals or arithmetically corrected sub totals shall prevail and the total shall be corrected; and
  - (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- d. If the Bidder that submitted the lowest evaluated Tender does not accept the correction of arithmetical errors, its Tender shall be rejected.

## **2.7 OTHER EXPENSES**

All costs charges and expenses including any duty in connection with the Contract as well as preparations and completions of Agreement by MPT's attorneys shall be borne and payable by the Bidder. Bidder shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes & duties, to be paid to Govt. of India, Govt. of Goa or any statutory bodies shall be paid by the Contractor for stamp duty.

## **2.8 CONTRACT WORKS AND CONTRACT PRICE**

- a. The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the specifications, schedules, drawings, etc. annexed hereto.
- b. Except where otherwise expressly provided, the Contractor shall provide all materials, labour and Plant and things necessary in connection with the Contract

work although everything may not be fully specified and although there may be errors and omissions in the specifications.

c. **SCHEDULE OF PRICE**

- The Schedule of price shall be read in conjunction with all other sections of bidding document. The Schedule of Price bid shall be submitted signed by a person or persons duly authorized to sign on behalf of bidders consists of all the works mentioned in the scope of works and Technical Specifications.
- The total prices will be evaluated based on lowest offer among competitive offer.
- *The price offered should be firm and inclusive of all taxes & duties , except GST. GST will be paid extra as applicable. If Govt applies any other new tax in future, the same will be reimbursed on production of documentary evidence. Bidders to specify tax component separately.*

d. Bidder shall quote for the work after careful analysis of cost involved for the performance of the works as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract and Special Condition of Contract.

e. The Price shall include all expenditure incurred towards mobilization and demobilization.

f. Price shall be quoted in Indian Rupees only.

**2.9 LANGUAGE OF TENDER**

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and MPT shall be written in the English language.

**3.0 TENDER OPENING, SCRUTINY AND EVALUATION OF TECHNICAL BID**

A Tender that is substantially responsive is that which conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Bidder, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.

Since the tender involves selection based on Minimum eligibility criteria, test of responsiveness and technical specification, the Deputy Conservator will examine and seek clarification if any and list out the firms, which are found responsive and BOQ of such tenders only will be opened and EMD will be returned to the unresponsive Bidders.

The date and time will be intimated to Bidders whose offers are found suitable and BOQ of such Bidders will be opened.

After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Request for clarification and response thereto, shall be in writing or through e mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

### **OPENING OF PRICE BID**

#### **COVER – II DETAILS: BID (BOQ) - PRICE SCHEDULE**

The date of opening of the Price cover will be intimated to the bidder who will qualify for technical cover. Price should be quoted in "Price Schedule" (as per BOQ).

#### **3.1 EVALUATION OF PRICE BID**

- a. The price quoted by the bidder shall be kept firm during the contract period. All taxes, duties and insurance shall be included in the quoted price, except the Service tax which shall be paid extra as applicable.
- b. MPT will evaluate and compare only those bids, which are substantially responsive.
- c. The price quoted by the Bidder shall be considered for the purpose of evaluation and comparison.
- d. In arriving at the final evaluated prices of the Tenders, any uncalled for lumpsum/percentage/or adhoc reduction, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such reduction/rebate is from the recommended Bidder, then such rebate shall be taken into account while awarding the work.
- e. In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.

#### **3.2 MPT'S RIGHT TO ACCEPT OR REJECT A BID**

MPT reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by MPT shall bear no liability whatsoever consequent upon such decisions.

### **3.4 AWARD OF CONTRACT**

The Bidder, whose Bid is accepted by MPT shall be issued Letter of Acceptance (LOA) prior to expiry of Bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA. MPT shall not be obliged to furnish any information/clarification/ explanation to the Contractors as regards non-acceptance of their Bid. Port reserves right to award the work or reject subject to decision of the Board.

**CHIEF ENGINEER  
MORMUGAO PORT TRUST**

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

**TENDER No. CE/ 11 /2019**

Name of Work : **“PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”**

**JOINT VENTURE**

- 1 The number of members in the Joint Venture (JV) shall be restricted to two.
- 2 Lead member of the JV shall have equity share of minimum 51% and maximum 74%.  
Lead member shall satisfy Financial and Technical criteria specified in the tender.
- 3 All the members of the joint venture shall be, jointly raise the finance whenever required and jointly responsible for the liability, during the bidding process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization or memorandum of understanding or joint venture Agreement. The bid shall be signed so as to legally bind all the members, jointly or severally.
- 4 Bids submitted by a joint venture (JV) shall comply with the following requirements:
  - a) A copy of the Joint Venture Agreement (JVA) entered into by the partners shall be submitted with the bid. JVA shall include among other things, the Joint Venture's objectives, the proposed management structure, the contribution of each partner to the Joint Venture operation, the commitment of the partners to joint and several liability for due performance, recourse / sanctions within the Joint Venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
  - b) The most experienced partner will be the Lead Partner and nominated as the partner- in-charge; in pursuance to Clause 2 and this authorisation shall be evidenced by submitting a power of attorney signed by the legally authorised signatories of all the partners. The most experienced partner/Lead Partner will be the one defined as such in the communication approved the pre-qualification.
  - c) The most experienced partner/Lead Partner of the joint venture will provide suitable experienced personnel at site for the purpose of general planning, site management and plant operations, during the whole period of contract execution and a statement to this effect should be included in the Joint Venture Agreement.
  - d) The bid, and in the case of the successful bidder, the Form of Agreement shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Arbitration Agreement etc.)
- e) The partner-in-charge shall be authorised to incur liabilities and to receive instructions for and on behalf of all partners of the Joint Venture and the entire execution of the Contract including payment shall be carried out exclusively through the partner-in-charge. A statement to this effect should be included in the joint venture agreement.

- f) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the joint venture agreement.
- g) Bid Security (EMD) as required can be furnished by any partner but it should be in the name of joint venture.
- h) Performance guarantee, as required, will be furnished by all partner(s), out of their accounts, in proportion to their participation in Joint Venture.
- i) Joint Venture Agreement shall contain a clause to the effect that there shall be a separate JV Bank Account (distinct from the Bank Accounts of the individual partners) to which the individual partner shall contribute their share capital and / or working capital.
- j) Joint Venture Agreement shall also contain a clause to the effect that the financial obligations of the JV shall be discharged through the said JV Bank Account only and also all the payments received by the JV from the Employer shall be through that account alone.
- k) In the event of default by the most experienced partner (lead Partner), it shall be construed as default of the Contractor; and Employer will take action under Conditions of Contract.
- l) In the event of any other partner leaving the JV, it shall be intimated to the Employer within 30 days by the other partner(s). Failure to do so shall be construed as default of the Contractor and the Employer may take action under the Conditions of Contract.
- m) In case the joint venture agreement is not acceptable to the Employer, the joint venture will modify the agreement so as to be acceptable to the Employer.
- n) The bid submitted shall include all the information as per the PROFORMA in the bid document and furnished separately for each partner.
- o) In case of withdrawal of any partner from the JV the following shall be applicable:
  - i) Stepping into the shoes of the existing partners of JV with all the liabilities of the existing partners from the beginning of the Contract;
  - ii) With the prior approval of the Employer;
  - iii) Notwithstanding demarcation or allotment of work between two JV partners, JV shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work; and
- iv) The payments under the contract will only be made to the JV and not to the individual partners.

**CHIEF ENGINEER**

**MORMUGAO PORT TRUST**

## JOINT VENTURE PARTNER INFORMATION FORM

The Tenderer shall fill in this Form in accordance with the instructions indicated below}.

Date: insert date (as day, month and year) of Tender Submission]. Tender No.:  
[insert number of Tendering process]

1. Tenderer's Legal Name : (insert Tenderer's Legal name):
2. JV's Party Legal name: *[insert JV's Party legal name]*
3. JV's Party Country of Registration: *[insert JV's Party country of registration and details of registration]*
4. JV's Party Year of Registration: *Insert JV's Party year of registration*
5. JV's Party Legal Address in Country/ of Registration: *[insert JV's Party legal address in country of registration]*

### JV's Party Authorized Representative Information

Name: [insert name of JV's Party authorized representative]

Address: [insert address of JV's Party authorized representative]

Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative]

Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- Articles of Incorporation or Registration of firm named in 2, above, in accordance with Tender

#### Document

- In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender Document
- PAN Number
- GST registration Number
- Service Tax Registration Number
- Any other documents required for statutory compliance

Duly authorized to sign this Authorization on behalf of : *[Insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

TENDER No. **CE/ 11 /2019**

Name of Work: “PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”

**GENERAL CONDITIONS OF CONTRACT.**

**SECTION - I**

**1.1 GENERAL CONDITIONS**

1. The contractor shall conduct site inspection and apprise itself about the details on site. The Tenderer shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communications, transport, equipment and facilities required for the work, availability of local labour, materials and their rates, local working conditions, weather, water tides table etc. Ignorance of the site conditions shall not be accepted by the client as basis for any claim for compensation or extension of time.
2. The Contractor shall obtain necessary Harbour entry **Gate Pass** for his staff's, workers, tools, plants, machineries, instruments, construction materials, etc. required for the work, well in advance (with minimum **two (2) days** in advance of Port holidays and Sundays). The contractor shall obtain the passes from the Port through online system. **The Harbour Entry Gate Passes for vehicles, labourers, staff's and material passes shall be free of cost.** Contractor shall print gate pass booklet for material entry as per MPT format at Contractor's cost. Any delay caused in receipt of passes due to any reason what so ever shall not be construed as valid reason for granting extension of work completion period.
3. The contractor should duly submit acceptance of the work order within 05 days of the issue of the Work order by the Chief Engineer. Work should be positively commenced within 15 days of the acceptance of the work order. Before commencement of the work which is within Fifteen **(15) days** on receipt of Work Order from the Port, the contractor shall submit to the Chief Engineer, **a bar chart** for the work, indicating the duration of various activities of work along with details of machineries, instruments, and number of workers, staff schedule to be mobilized and deployed for the work.
4. The Chief Engineer may during progress of work, order the removal of equipment and part / whole of such work already executed, which is found not to be in accordance with drawings, specifications and instructions of the Purchaser. No extra claim shall be entertained for re-executing or altering of such works. Similarly the Contractor immediately at his own expense shall remove any materials brought to site and instructed by the Chief Engineer or his representative to remove the same from the site., Port premises, etc.

5. The contractor along with his Civil Engineer shall be present for the weekly/monthly meeting at 09.30 hrs. in the Chief Engineers cabin or at any office/Site and time as directed by the Port with BarChart, Tender, drawings, test reports, samples, etc. to review the progress/ discrepancies in the work, failing which the contract is liable for termination.
6. All handling and transport charges , toll charges etc of raw materials and fabricated structures including double handling as required for completion of the work in accordance with time schedule are deemed to be included in the quoted rates.
7. The Contractor shall follow all safety norms throughout the period of work. Provisions of Bureau of Indian Safety Standards and other sound engineering practices shall be followed for the same.
8. The Contractor shall take all the precautions for rain, storm etc. and no liability shall rest with the Chief Engineer for any loss of plant , machinery, labour or incases of cost involved due to re-erection, rectification, remobilization, or retrieval of lost machinery etc. due to any unforeseen factors.
9. The Contractor **shall not remove** any material or equipment brought by him from construction site without written permission from the **Chief Engineer**.

10. Sequence of work

Contractor shall plan and sequence all works so as to achieve the desired progress keeping in mind overall safety and stability at all point of time. If due to particular design or specification or availability of machines or any other reason, a particular sequence of operation is demanded by the Engineer due to which some interruption to any one or more types of work or items of execution are inherent, then no claim for such interruption shall be entertained and contractor shall have to follow the sequence as instructed by the Engineer.

11. Contractor shall not abandon the work half way through, and should therefore suitably plan and take all engineering measures for completion of work in the work completion period.
12. Contractor should obtain written permission from the Chief Engineer for demobilization of equipment and machinery, which will be granted on request after completion of work in all respects.
13. Contractor shall provide insurance cover to all the equipment, machinery and men deployed for the work. MPT shall not be held liable for any damages or losses incurred by the contractor during the execution of the work.

14. Damages

Any existing services or other properties if damaged or demolished during the course of execution either wilfully or negligently, shall be repaired or re-erected by the Contractor. The Contractor will take all precautions against damages due to rain and storm and no liability shall

rest with the Chief Engineer/ Mormugao Port Trust for any loss for redoing of any work due to this account. Existing Port services coming in the way of execution of this work etc. have to be adequately considered and supported by the Contractor at his own cost so as to avoid any obstruction or delay into the Port services.

15. In case of any accidental damage caused by the Contractor to the Port assets, the contractor shall arrange to rectify and reinstall those services immediately. Alternately, the Port shall undertake such repairs and recover the entire costs from the contractor, and the contractor shall not object to the same.

## **16 SITE REGISTERS**

- 16.1 The contractor shall maintain and update all records of labour employed for this work and produce the same to the Controlling Officer regularly and any other Competent Authority as and when required.

The following minimum records shall be maintained :

- i) Muster roll.
  - ii) Register of Wages.
  - iii) Material Register (stating total received, consumption and balance)
  - iv) Site Instruction Book
  - v) Joint Record/Measurement Register
  - vi) Any other records to be maintained under various acts as applicable and as instructed by Chief Engineer or his representative. The contractor shall keep all registers in safe custody.
17. The contractor should carry out CAR (Contractors all risk) insurance policy, and insure all the equipment and machinery and men deployed for the work. The contractor shall produce the attested copies of insurance premiums made and the policies.

## **18. Permits**

All necessary licences, approvals, authorisations or permits required to undertake and Complete the Services without let or hindrance shall be obtained and maintained by the Contractor . The Company shall provide the Contractor with all reasonable assistance in this connection.

19. The contractor shall arrange at his own risk and cost towards security services for the man and equipment's deployed at work site.

## **20. Liabilities**

- (a) The contractor will indemnify and hold the MPT harmless in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death occurring during the services hereunder to any of the following persons:

- (i) any servant, agent or sub- contractor of the contractor.
  - (ii) any other person at or near the site of the operation for whatever purpose on behalf or at the request of the contractor.
- (b) Neither the MPT nor its servants, agents or sub-contractors for loss or damage of whatsoever nature sustained by the contractors owned or hired – in craft or equipment whether or not the same is due to breach of contractor, negligence or any other fault on the part of the MPT , its servants, agents or sub-contractors
- (c) Neither party shall be liable to the other part for:
- (i) any loss of profit, loss of use or loss of production whatsoever and whether or indirectly from the performance or non-performance of this agreement, and whether or not the same is due to negligence or any other fault on the part of either party, their servants, agents or sub – contractors:  
or
  - (ii) any consequential loss or damages for any whatsoever, whether or not the same is due to any breach of contract, negligence or any other fault on the part of either party, their servants, agents or sub-contractors.

## **21. Notices clauses**

a) All notices given by either party or their agents to the other party or their agents to the other party or their agents in accordance with the provisions of this Agreement shall be in writing and shall, unless specifically provided in this Agreement to the contrary, be sent to the address for that other party as set out in Boxes 2 and 3 or as appropriate or to such other address as the other party may designate in writing.

A notice may be sent by registered or recorded mail, facsimile, electronically or delivered by hand in accordance with this sub- clause.

(b) Any notice given under this Agreement shall take effect on receipt by the other party and shall be deemed to have been received.

- (i) If posted, on the seventh (7) day after posting;
- (ii) If sent by facsimile or electronically, on the day of transmission; or
- (iii) If delivered by hand. On the day of delivery.

And in each case proof of posting, handing in or transmission shall be proof that notice has been given. Unless proven to the contrary.

22. **General Provisions.**

(a) Severability

If in any legal proceedings, it is determined that any provision of this Agreement is unenforceable under applicable law, then the unenforceable provision shall automatically be amended to conform to that which is enforceable under the law, in any event, the validity or enforceability of any provision shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such provision has not been included.

(b) Third party Beneficiaries

Except as specifically provided for elsewhere in this Agreement, this Agreement shall not be construed to confer any benefit on any third party not a party to this Agreement nor shall this Agreement provide any rights to such third party to enforce any provision of this Agreement.

(c) Waiver

No benefit or right accruing to either party under this Agreement shall be waived unless the waiver is reduced to writing and signed by both the Contractor and the MPT. The failure of either party to exercise any of its rights under this Agreement including but not limited to either party's failure to comply with any time limit set out in this Agreement, shall in no way constitute a waiver of those rights, nor shall such failure excuse the other party from any of its obligations under this Agreement.

(d) Warranty of Authority

The contractor and the MPT each warrant and represent that the person whose signature appears in Party I above is its representative and is duly authorized to execute this Agreement as a binding commitment of such party.

(e) GENERAL OBLIGATION OF THE PORT

In execution of the Works no person other than the Contractor, sub Contractors and his and their employees shall be allowed on the site except by the written permission of the Engineer In Charge or his authorised representative, but the Engineer in charge, his authorised representative, other authorities and officials of MPT shall be afforded to inspect all facilities arranged by the Contractor at site.

(f) FRAUD AND CORRUPTION

The Port as well as Bidder, Contractor, Sub-Contractor and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, MPT:

- a) Defines, for the purpose of this provision the terms set forth below as follows:
  - (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- b) "Collusive practice" means a scheme or arrangement between two or more Bidders designed to establish Tender prices at artificial non competitive levels and;
- c) "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- d) Will black list a firm or individual, including declaring them ineligible either indefinitely or for a stated period of time to be awarded, if it at any time determines that they have, directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or executing and;
- e) Will have the right to enquire that Contractor to permit the Port to inspect their account and records and other documents relating to the Tender submission and contract performance.

(f) EXECUTION

The Contractor shall, in consideration of payments to be made to him as herein after provided, execute and do the Works set forth as described in the scope of the work and specifications, including any amendments to tender clauses.

Bidders should obtain temporary pass from MPT Traffic Manager at Main Admin Building, third floor, Mormugao Port Trust, Headland Sada, Vasco 403 802 to gain entry into the Trust's premises if necessary.

(g) SIGNING OF AGREEMENT

- (i) The Contractor shall execute an Agreement with the Trust within 30 days from the date of receipt of LOA. If the Contractor, whose tender has been accepted, fails to execute an Agreement within 30 days from the date of receipt of documents for execution of the Agreement, the Earnest Money Deposit (EMD) deposited by the Bidder shall be forfeited and the Bidder shall not be allowed further to participate in the Trust's tenders.
- (ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 3 copies) must be borne by the successful Bidder. Stamp paper shall be purchased in the state of Goa.

- (iii) The place of stamping and signing of Agreement shall be at MPT only. Cost of Stamp paper for commercial agreement is Rs. 1000/-(Rupees One Thousand only).
- (iv) Further, if the successful Contractor 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 successful Contractor's offer, Trust order and the written acceptance for the receipt of Trust order of the successful Contractor shall form a binding Contract between the Trust and the Contractor.

The Contract Agreement shall include amended final tender document, pre- bid queries, various clarification letter, written approval by the Trust authorities, Amended to the Contract Agreement and any other conditions as agreed upon by the Trust and the Contractor.

(h) LABOUR

- a. The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof. Since time is the essence of this Contract, requisite number of labour force has to be kept, so as to complete the work within the completion period as stipulated in the tender.
- b. In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- c. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.
- d. The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act ,IE Act 1956, etc.
- e. If as a result of Contractor's failure, negligence, omission, default or non- observance of any provisions of any laws, MPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, MPT shall be entitled to deduct the same from any moneys due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which MPT is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.
- f. The Contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the Labour Department of the State as per the Minimum wages Act.

- g. The Contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.
- h. If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract, Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages, the same shall be borne by the Contractor/Contractors. The Contractor shall be responsible for the observance by his sub-Contractors, of the foregoing provisions/precautions.
- i. The Contractor shall make necessary arrangements for the representative of the Port and/or his representative to witness the payment made by the Contractor to his labourers. The Contractor shall also submit periodical returns of labour employed by him and wages paid, to the Port's representatives.
- j. The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, MPT shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.
- k. Contractor shall obtain prior permission of the Chief Engineer to work on Sundays and Public Holidays and is also liable for payment of overtime to the MPT staff deployed beyond the normal shift and office hours and on holidays.

**(I) FAIR WAGES**

- a) The Contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Labour Department of the State payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons will be paid as applicable.
- b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the sub Contractor in connection with the said work, as if the labourer had been immediately employed by him.
- c) Display of notices regarding wages etc:  
The Contractor shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Port.
- d) Wages book and wage slips:  
The Contractor shall maintain a wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-  
Rate of daily or monthly wages,



- ii) Nature of work on which employed,
- iii) Total No. of days worked during each wage period.
- iv) Total amount payable for the work during each wage period.
- v) All deductions made from the wages with an indication in each case of the ground for which the deductions are made. Wages actually paid for each wages period.
- vi) A wage slip for each worker employed on work provided that the Port may grant exemption from the maintenance of the wage slip, if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books.
- e) Preservation of books and slips:  
The wage book and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.
- f) Inspection of books and slips:  
The Contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received from the Engineer or any other person authorized by him on his behalf.
- g) Powers of the Board to make investigation/enquiries:  
The Board or any other persons authorized by him on his behalf shall have powers to make enquiries with a view to ascertaining the enforcement due and proper observance of the "Fair Wages Clause". He shall also have the power to investigate into any complaint regarding any default made by the Contractor or sub-contractor in regard to such provision. The Port shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of aforesaid fair wages, except on account of any deduction that may be permissible under any law for the time being in force.

**(m) INCOME TAX DEDUCTION**

Income tax, if any, as per the relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the Contractor.

**(n) NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS**

Any claim for interest will not be entertained by MPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of MPT in making payment.

**(o) FORCE MAJEURE**

If the Supply, Installation, Testing and Commissioning of equipment is hindered due to force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities like rain, flood, earthquake, cyclone, draught, etc. such period shall be exempted from Completion period of this tender document.

**(p) LABOUR LAWS**

The Contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor during contract period.

(q) ACCEPTANCE OF OFFER

The Contractor shall acknowledge the receipt of Order/ LETTER OF ACCEPTANCE within 7 days of mailing of the same and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused will be recovered by MPT by forfeiting the Earnest Money Deposit/Bid bond.

(r) SUB-LETTING OF THE WORK

The sub-letting of the work is not permitted in the said contract.

(s) TERMS OF PAYMENT

The bill will be certified for payment only after successful and satisfactory completion of the work as certified by the Chief Engineer or his representative.

The contractor shall submit the complete report/relevant documents including ESI and PF deductions in respect of their employees alongwith the bill. The PAN, TIN, ESI, PF, Service Tax registration no., Name of the bank, State, Branch, MICR No., type of account and email address for EFT/ECS should be indicated on the bills for payment. Bills without the above details will not be processed. Payment shall be effected by EFT/ECS only.

(t) CANCELLATION FEE /LIQUIDATED DAMAGES

"In the event of failure by the contractor to commence the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the security deposit of 10% of the contract price will be forfeited. In case of the delay in completion of wreck removal work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the contractor shall be liable to pay the Board as Liquidated Damages in a sum of 0.5% of contract price per week or part thereof subject to a maximum of 5% of the contract price and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit".

(u) ACCESS TO PORT AREA

The gate entry pass for inspection for the purpose of making the offer or for the execution of work for successful Tenderer. The Tenderer shall contact the Chief Engineer , Engineering (civil) Department , 2nd Floor, Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804. Phone :0832- 2594601 Email : [mgptce@gmail.com](mailto:mgptce@gmail.com) or [sudin.pd@gmail.com](mailto:sudin.pd@gmail.com) .

(v) PERFORMANCE GUARANTEE / SECURITY DEPOSIT:

The contractor shall furnish Security Deposit towards performance guarantee within **21 days** from date of receipt of this Work Order. This security deposit shall remain valid for a period one year. The value of security deposit / performance guarantee should be 5 % of the contract value in the form of DD or Bankers cheque from any Nationalized / Scheduled Bank, having its branch at Goa as per format attached as Annex-IV.

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/ 11 /2019**

Name of Work: “PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”

**SCOPE OF WORK.**

- \*Dismantling the screed concrete from the breakwater top surface upto the original deck surface for placing the bollard.
- \* Drilling holes for the concrete deck 450 mm deep and 28 mm dia for providing 25 mm dia m.s anchor bolts of HILTI make.
- \* Providing 25 mm dia m.s anchor bolts 600 mm long of HILTI make , including providing bonding chemical and nuts after placing the base plate and tightening , etc. Providing and laying high build mortar in C.M. (1:3) 25mm thick mixed with high build anchor grout of Master flow 923E make including preparing the surface, etc, below the base plate for placing the 150 ton bollard.
- \* Fabricating, providing and fixing bollards by fabricating base plate, bollard liner, top plate , pin, gusset plate etc and welding by minimum 6mm thick weld as per standards, transporting and placing in positions and fixing the bolts, using tools and equipment's such as chain pulley blocks, tools, etc.as per the drawing for bollard or as instructed and painting the bollard with oil paint over a coat of primer.
- \* Providing and placing M40 grade concrete in hearting and over the base plate, finishing properly as per the instructions of the Chief Engineer or his representative.

Cost to include all tools, plants, equipment, hire of crane, traylor, loading, unloading, etc. All labour and material etc., complete.

**SECTION II**  
**TECHNICAL SPECIFICATIONS**

**1. STRUCTURAL STEEL WORKS**

1. The steel used shall conform to I.S. 226 (latest edition). The steel should be free of scale, blisters, laminations, cracked edges and defects of any sort. All steel shall be checked carefully for its straightness and any bend noticed should be removed by straightening under pressure and not by hammering. Necessary test certificates shall be furnished to the Chief Engineer.
2. The cutting of steel sections shall be by punching, shearing machine. The plates may be cut by oxyacetylenic flame and cut edge should be properly finished smooth by files. The ends of the structural member shall be sawn or cropped to length and whenever directed shall be chipped off. Steel templates shall be prepared from detailed drawings and the sizes and shape shall be marked by using template and cut by a shearing machine. The cut sizes shall be within the tolerance specified for structural steel work by I.S. 800 latest edition. The holes in plates, angles, etc., shall be drilled and not punched or gas cut.
3. WELDING: Welding should be arc welding type conforming to I.S.I. 816 -latest edition. Electrodes conforming to I.S.I. 814,8 SWG or 10 SWG welding rods 'Ferrospred electrodes' from Indian Oxygen Co. Ltd., or any other equivalent approved quality may be used. In all cases where welded joints are liable to be exposed to weather conditions the jointing edge of contact surfaces shall be sealed by welding or parts shall be efficiently connected by welding so that contact surface are securely held to prevent the entry of moisture.
4. In built up members in which parts are connected by intermittent fillet welding continuous side fillet welds should be used at the ends for length not less than the width of plate connected. Where butt welding or fillet welding is provided the locations of the weld and the form and dimensions of weld surface shall be such as to provide access for the filler rod to the surface to be welded and enable the welder to see clearly the work in progress.
5. The total thickness of the weld deposited shall be achieved by series of runs of smaller thickness along the joint. After each run the surface of weld shall be thoroughly cleaned, by light hammering and wire brushing so as to remove all slag before depositing second run of weld.
6. The edges of members to be welded should be properly matched and held in position by tack welds if necessary before starting the work in joint proper.
7. Welds showing cavities or lack of proper fusion or under cuts lumps etc., shall be cut out and rewelded to the satisfaction of Chief Engineer at no extra cost of welders shall be provided with such staging and protection as will enable them to perform welding properly.
8. All the welding shall be in good condition and capable of enabling the welder to provide and maintain uniform melting of welding rod.
9. The welder shall be provided with protective glasses and gloves. The welder shall be an experienced hand and if the quality of work is not to the satisfaction of the Chief Engineer he shall be replaced.

10. Whenever necessary the joint after welding shall be ground smooth by flat grinders to the satisfaction of Chief Engineer at no extra cost. If any defects like blowsides or porous weld are exposed after grinding the same they shall be rectified by chiseling and light run of weld all over and regrinding the same smooth, at no extra cost.
11. **ERECTION:** Anchor bolts shall be installed in position by grouting to keep proper alignment of columns. Care shall be taken to see that side masonry wall etc. are not damaged during the erection. Trusses shall be checked for alignment spacing and level. Erection work shall be started after the approval of the Chief Engineer. For lifting trusses, hoists and pulleys shall be used. Purlins and bracers shall be welded to the trusses after checking alignment.
12. In case of erection of framed steel structures contractor should ensure adequate temporary ties and cross supports to keep unfinished structures in stable position and alignment before permanent bracings are welded in position.
13. Final alignment vertically etc. should be checked and got approved before the frame is rigidly connected by cross ties and bracing and no attempt which may induce damage, should be done to rectify the same at later stage.
14. **PAINTING:** The whole of the steel work shall be scrapped and thoroughly cleaned of all scales and rust. Before fabricating all parts in contact or accessible after assembling shall be painted with minimum one coat of zinc chromite in addition to shop coat, done by suppliers. After fabricating all parts and members which are not to be embedded in concrete shall be given a coat of zinc chromite and which are to be embedded in concrete or masonry with a coat of cement wash. Other parts which are to remain exposed shall be painted with two coats of approved enamel paint. The paint shall conform to relevant Indian Standard Specification. The primary coat and first coat shall be applied before fixing the roof sheets. Final coat shall be applied, after roofing is over. All the operations shall conform to I.S. 1477 Part I of latest edition.
15. No subsequent coat shall be applied before the first one dries up. No painting shall be done in wet weather. Painting shall not be started until the structural work is inspected by Chief Engineer or his representative. The make as well as the colour of the paint shall be got approved by the Chief Engineer before applying.
16. The structural steel work and iron work shall be measured by weight in kilogram except otherwise mentioned. Unless otherwise specified in schedule, the net weight of cleats, brackets, gussets, anchor bolts, fish plates etc. calculated on the basis of weight of steel section given in relevant I.S. shall be added to the weight of respective items. The weight of steel, sheet, plate and strip shall be taken from relevant Indian Standards based on 7.85kg/m<sup>2</sup> for every milli-metre sheet thickness, or rolled steel sections, rods etc. The weights given in the relevant I.S. shall be used without any tolerance for rolling margin. The rate quoted for the structural steel work shall include all fabrication and erection. In the case of welded connections payment will not be made for weld separately. The item shall include necessary bolts, nuts, rivets, etc. as specified.

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/11 /2019**

**e – tender for “PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”**

**FORM OF TENDER**

The Chief Engineer,  
Mormugao Port Trust,  
MORMUGAO HEADLAND SADA (GOA).

I/We \_\_\_\_\_ do hereby offer to execute the work comprised in the annexed Tender “**PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH**” in strict accordance with the Instructions to Tenderers, General Conditions of Contract (GCC), Specifications, etc. at the rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the work included in the Schedule of Quantities and Rates in the tender within **60 Days** from the date receipt of work order .We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port Mormugao. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/We agree that the Liquidated damages at the rate of 0.5% of the contract price per week or part thereof delay in work subject to a maximum ceiling at 5% of the contract price represents a fair estimate of the loss likely to result from the delay.

3. I/We enclose herewith a sum of **Rs. 29100 /- (Rupees Twenty Nine thousand one hundred only)** towards **Earnest Money Deposit** in the form of Demand draft / Bankers cheque as proof of my/our willingness to enter into the contract if my / our tender is accepted.

4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the specifications, Schedule of Quantities and Rates attached to this tender.

5. I/We also agree, if awarded the contract that the earnest money lodged with this tender will be retained by the Trustees towards part of the Security Deposit and to make further deposit by Demand Draft or in the form Bank Guarantee from a Nationalized Bank / Scheduled Bank , within **21 days** or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust.

6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 5% of the contract price of my/our tender by way of deductions from my/our bills at the rate of 10% of the gross value of work certified in each bill till the amount of 5% of the contract price is accumulated.

7. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the said tender annexed hereto, so far as applicable or in default thereof to forfeit and pay the Board of Trustees and/or its assignees, the sum of money mentioned in the said conditions and to execute an agreement in the prescribed form with the Mormugao Port Trust **within 21 days** of the award of the contract, or in default thereof, to forfeit the **Earnest Money** deposited by me/us. Unless and until, a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.

8. I/we undertake, if our tender is accepted, to commence the work within **15 days** of receipt of the **Chief Engineer's orders** to commence and to complete and deliver the whole of the work comprised in the contract within the time allowed for the work.

9. A sum of **Rs. 29100 /- (Rupees Twenty nine thousand one hundred only)** towards **Earnest Money Deposit** has been deposited by me/us with the Financial Adviser and Chief Accounts Officer of Mormugao Port Trust as Earnest Money, the full value of which is to be absolutely forfeited to the Board of Trustees without prejudice to any other rights or remedies of the said Board, should I/we fail to commence the work specified in the above mentioned memorandum, otherwise the said sum of **Rs. 29100 /- (Rupees Twenty nine thousand one hundred only)** shall be detained by the Port Trust as part of the Security Deposit as aforesaid.

10. I/we agree to abide by this tender to be valid for the period of six months from the date fixed for receiving/opening the same and it shall remain binding upon me/us and may be accepted any time before the expiration of that period.

11. I/we further agree that if I/we withdraw the tender before the expiration of this period of **four months**, or fail to execute an agreement in the form aforesaid **within 15 days** from the date of award of contract, the Earnest Money deposited shall be forfeited to the Board.

12. I/we understand that the Board is not bound to accept the lowest or any tender you may receive and may reject the same (the lowest) or any other tender without assigning any reason therefore.

13. "I have read and understood the General conditions and specification of the work which are printed in Volume – I supplied to me by the Department which will form a part of tender and this shall remain binding on me".

14. I/We have enclosed herewith the following completed documents as required under instructions to tenderers:-

- a) Organisation Chart.
- b) List of similar works carried out by me/us.
- c) Bar Chart/ CPM Chart.
- d) List and description of main plant and equipments proposed to be used on this work and Proforma 1 to 3
- e) Check list and Vendor Registration Form

15. I/We have inspected the site and I am /we are fully aware of the work to be carried out while tendering for the contract.

16. (A) Mine is a proprietary firm and I am sole proprietor of the firm. My firm is/is not registered with Registrar of firms.

Name : \_\_\_\_\_ Age \_\_\_\_\_ Years

(B) Ours is a partnership firm and the names of all major partners are given below:

NAME	AGE
1. _____	_____ Years
2. _____	_____ Years
3. _____	_____ Years
4. _____	_____ Years

We understand and confirm that if our offer is accepted, the contract will be entered into with the above mentioned partners only and the Trustees will not recognize or deal with any minor partners of their guardians.

(C) Ours in a company with liability and a copy of our Memorandum and Articles of Association will be sent for perusal upon acceptance of our offer.

Proposed contract is intended to be signed by a duly constituted Attorney and original power of Attorney in his favour will be submitted for perusal immediately on acceptance of the tender.

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

18. My/our permanent Income Tax Accountant No. is \_\_\_\_\_.



Witness's

Tenderer's

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. No. \_\_\_\_\_ Tel No. \_\_\_\_\_

Hand Phone (Mobile) No. \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

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

Here the Name of the Bank should be stated.

NAME AND ADDRESS OF TENDERER:-

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER

Witness: - \_\_\_\_\_

Date: \_\_\_\_\_ Day of \_\_\_\_\_ 2018

Witness: - \_\_\_\_\_

Witness: - \_\_\_\_\_

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

TENDER No. **CE/ 11 /2019**

**APPENDIX TO THE TENDER NOTICE**

e – tender for “PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”

**APPENDIX- I**

The following Clauses shall be read in conjunction with respective Clauses of General Conditions of Contract (GCC)

<b>Sr. No.</b>	<b>Particulars</b>	<b>Clause of G.C.C.(Vol. I)</b>	
1.	Amount of Initial Security and Time.	11(1)	Five percent of the contract price and 16 months.
2	Period for Commencement from the Chief Engineer's orders to commence.	38	15 days
3	Period of Completion Applicable	40	<b>( 02) Two months</b> (including monsoons)
4	Amount of liquidated damages. Applicable if Completion of Part I delayed beyond scheduled date of completion	43	Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.
5	Free Maintenance Period.	45(1)	12 Months
6	Percentage of retention from each running account bill	54(1)	10%.
7	Limit of Retention Money	54(1)	5% value of the contract.
8	Total initial Security Deposit	11(1)	5% value of the contract.
9	Minimum amount of interim Certificate	54(1)	<b>7,50,000/-</b>
10.	Time within which payment to be made after contractor's submission of the bill based on joint measurement.	54(1)	100 % within 15 working days
11.	Mobilization Advance	N.A	Not Applicable

12.	Interest rate on mobilization advance.	N.A	Not Applicable
13.	Mode of recovery of Mobilization Advance	N.A	Not Applicable
14	Variation in price , labour and materials.	70	Not Applicable to this contract.
15	Arbitration Clause	66	Not Applicable to this contract.
16	Minimum amount of third party Insurance.	Cl. No.13 to 15 of G.C.C.	5% of the tendered amount.
17	Lease rent.	Cl. No.9 to 11 of G.C.C.	Refer Appendix III

Dated this \_\_\_\_ Day of 2019

Signature ----- in the capacity of \_\_\_\_\_

duly authorised to sign tender for and

On behalf of \_\_\_\_ .

( IN BLOCK LETTERS ) -  
Address

-----

-----

Witness : \_\_\_\_\_

\_\_\_\_\_

Occupation : \_\_\_\_\_

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

TENDER No. **CE/11 /2019**

Name of Work : “PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”

**APPENDIX- II**

**MATERIALS TO BE SUPPLIED BY THE DEPARTMENT FOR THE WORK**

Sr. No.	Description of materials	Approx. qty. to be supplied	Unit	Rate in Figures/Words	Place of Delivery
1.	Water	--	Cubic Metre	Rs.44/m3 (Rupees Forty for only)	Ref. Clause No.9.19 of Special Conditions – Vol.I
2.	Electric Power	----	KWH	Electric supply as per the relevant rate applicable and supply point will be indicated by the CME's Department.	Ref.Clause No.9.20 of Special Conditions – Vol.I

**Note : Above materials shall be provided subject to availability. The Contractor shall make his own arrangements in case of non-availability of the above..**

\_\_\_\_\_  
SIGNATURE OF THE CONTRACTOR

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

TENDER No. **CE /11/2019**

**APPENDIX- III**

**ESTATE RENTAL CHARGES**

Name of Work : “**PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH**”

<b>Sr. No.</b>	<b>Description</b>	<b>Rate* Rs.</b>	<b>Remarks</b>
1.	Licence fees on Port land for Site Office, Stores, Labour Quarters and other structures.	Rate will be charged as per scale of rates prevailing during period of contract.	Payment shall be made to CDC Section, Finance Dept, before submission of running bills

NOTE : Location of suitable area, subject to the availability, shall be decided by the Chief Engineer.

\* Rate shall be charged per 10 sq. m. or part thereof per calendar month or part thereof.

-----  
\_\_\_\_\_  
SIGNATURE OF THE TENDERER

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

**TENDER No. CE/11/2019**

**APPENDIX- IV**

**Name of Work: "PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH"**

**ANNUAL TURNOVER STATEMENT**

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (In Indian Rupees)</b>	<b>NET WORTH (In Indian Rupees)</b>

**NOTE:**

1. Audited balance sheets in original with Profit & Loss account statement for the last 3 financial years (i.e. 2015-2016, 2016-17 and 2017-18) are enclosed along with the bid. In case of the Foreign Bidders the audited financial statement for the calendar year ending 2015, 2016 and 2017 should be submitted.

2. Bidder shall work out Net worth on following basis:

Net Worth: Reserve + Capital - Accumulated loss (Net-Worth of the Bidder should be positive for the latest financial year). In case of Foreign Bidders to convert the foreign currency value of annual turnover and net worth into Indian Rupees in the above columns.

3The technical and financial experience of the Bidder can be Parent Company / Joint Venture /Partnership/Principal can be considered subject to submission of the documentary evidence for the wreck removal works carried out.

**SIGNATURE OF BIDDER:**

**NAME OF BIDDER:**

**COMPANY SEAL:**

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

**TENDER No. CE/11/2019**

**APPENDIX- V**

Name of Work: "PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH"

**EXECUTION OF SIMILAR WORK CARRIED OUT AS PRINCIPAL CONTRACTOR DURING EACH OF LAST SEVEN YEARS ENDING 31<sup>ST</sup> MARCH 2018.**

(Rs. in lakhs)

Sr. No.	Tender No.	Name of the work	Employer	Amount Received Rs.
1	2	3	4	5

**NAME, SIGNATURE:**

**& SEAL OF TENDERER :**

DATE :

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

TENDER No. **CE/11/2019**

**APPENDIX- VI**

Name of Work: "PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH"

**LIST OF MAJOR TOOLS, PLANT, MACHINERY AND EQUIPMENT  
IN WORKING CONDITION AND OWNED BY THE TENDERER**

(USE CONTINUATION SHEET IF REQUIRED)

SR. NO.	DESCRIPTION	NO. OF UNITS	YEAR PURCHASE	OF	PRESENT CONDITION	PRESENT LOCATION
	MAKE					
	CAPACITY					
1	2	3	4	5	6	

NAME, SIGNATURE

& SEAL OF TENDERER :

DATE :



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

TENDER No. **CE/ 11 /2019**

**APPENDIX- VII**

Name of Work: “PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”

**DECLARATION FORM**

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

**Firm's Sign and Seal**

Place:

Date:

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

e -TENDER No. **CE/ 11 /2019**

**APPENDIX- VIII**

FORM OF AGREEMENT **(NOT APPLICABLE FOR THIS WORK)**

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand eighteen BETWEEN the Board of Trustees of the Port of Mormugao, a body corporate under the Major Port Trusts Act. 1963 (herein under referred to as “the Board” which expression shall unless repugnant to the context or meaning thereof mean and include their successors and assigns) of the ONE PART of M/s. \_\_\_\_\_, having their registered office at \_\_\_\_\_ (hereinafter referred to as “the contractor”, which expression shall unless repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators, representatives and assignees or successors in office) of the OTHER PART.

WHEREAS the Board is desirous of executing the work of

\_\_\_\_\_ ” on the terms and conditions stipulated in the contractor’s tender dated \_\_\_\_\_ and read with the conditions contained in the tender documents attached to the above mentioned tender.

AND WHEREAS the contractor by their above mentioned tender has offered to execute, complete and maintain such work, which tender has been accepted by the Board and such tender with correspondence, specifications, schedule. Amendments and acceptance thereof will constitute abiding contract between the Board and the contractor.

AND WHEREAS the contractor has furnished to the Board, a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for a sum of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ only) as Initial Security for the due performance and observance by the contractor of the terms and conditions of this Agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement.

(A) **COVER No. - I**

Contents of Tender Document Undertaking by the Tenderer

Tender Notice

General Conditions of Contract. Appendix I and all other Appendices and Proformas

Instructions for preparation and submission of tender. Joint Ventures

Technical Specifications. Additional special instructions. Scope of Work

Form of Bank Guarantee for EMD and Security Deposit and Form of Agreement (Annexures I & II)

Indicative Drawing No.

A printed set containing Instructions to tenderers, General and special conditions of contract. (VOLUME –I)

(B) **COVER No. II**

Preamble to Schedule of Quantities and Rates

Schedule of quantities and rates

Tender Form

Contractor's acceptance letter No. \_\_\_\_\_ dated \_\_\_\_\_.

Any other relevant correspondence exchanged upto the issue of work order which has not been specifically mentioned above.

All additional drawings, specifications and written Instructions when issued by or approved in writing by the Chief Engineer as per clause No.9 of the General Conditions.

THE COMMON SEAL OF THE TRUSTEES OF  
THE PORT OF MORMUGAO HAS HEREUNTO  
AFFIXED AND THE CHAIRMAN THEREOF CHIEF  
ENGINEER HAS HEREUNTO SET HIS HAND IN THE  
PRESENC  
E OF 1.

2.

SIGNED AND SEALED BY THE  
CONTRACTOR IN THE PRESENCE OF

1.

2.

**APPENDIX – IX**

**FORMAT OF POWER OF ATTORNEY**

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

**POWER OF ATTORNEY  
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 (project title) \_\_\_\_\_ and is hereby further authorized to sign and file relevant documents in respect of the above.

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

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

## APPENDIX - X

### BANK DETAILS FOR ECS PAYMENT

1. Name of the Bank and Branch :
2. Account Number :
3. MICR Number :
4. Type of Account :
5. IFSC Number :
6. CST / VAT Number :
7. Copy of PAN Card :
8. TIN Number :
9. Service Tax Regn. No.:
10. EPF No. :
11. ESI Regn. No.

**Bidder's Name, Sign and Seal**

Place:

Date:

## APPENDIX -XI

### PROFORMA OF PRE CONTRACT INTEGRITY PACT (NOT APPLICABLE FOR THIS WORK)

#### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_\_, between, on one hand, the Board of Trustees of Mormugao Port Trust acting through Shri. \_\_\_\_\_, (Designation of the Officer), Mormugao Port Trust (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.

\_\_\_\_\_ represented by Shri. \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited bids for the \_\_\_\_\_ and the BIDDER/SELLER is submitting his bid for the same and WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is Mormugao Port Trust.

NOW, THEREFORE,

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

Enabling the BUYER/EMPLOYER to obtain the desired said stores/equipment/ services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/ EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

#### **Commitments of the 'BUYER/ EMPLOYER'**

1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the 'BUYER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.



3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate carelest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5. Earnest Money / Security Deposit**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. \_\_\_\_\_/- as Earnest Money, with the 'BUYER/ EMPLOYER' through the following instruments:

(i) Bank Guarantee from a Nationalised/Scheduled Bank in favour of FA&CAO, Mormugao Port Trust, Vasco.

5.2 The Security Deposit shall be valid up to a period of 36 months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/ EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.5 No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/ EMPLOYER' to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/ EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India,

while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/ EMPLOYER'.

(viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(ix) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

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

Dr.Ajit Raizada,( IAS.retd.),  
D-2, 74 Bungalows,  
TT Nagar, Bhopal  
Madhya Pradesh

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/EMPLOYER,

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER/ EMPLOYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

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

**11. Other Legal Actions**

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

**12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 150 days or the complete execution of the contract to the satisfaction of both the BUYER/EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid;

the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER/ EMPLOYER BIDDER  
Deptt./MINISTRY/PSU

Name of the Officer: CHIEF EXECUTIVE OFFICER  
Name of the Bidder                      Designation

Witness

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Witness

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_,

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

**APPENDIX - XII**

**CHECKLIST FOR FURNISHING SCANNED DOCUMENTS**

<b>Sr. No.</b>	<b>Description</b>	<b>Tick mark if attached</b>
1.	Cost of Tender/EMD in the form of e-payment	<input type="checkbox"/>
2.	Work Order copies	<input type="checkbox"/>
3.	Completion Certificates with performance report	<input type="checkbox"/>
4.	Financial turnover	<input type="checkbox"/>
5.	P/L Account and Balance statement	<input type="checkbox"/>
6.	Entire Tender document, each page and form duly signed and filled in	<input type="checkbox"/>
7.	Tender Form	<input type="checkbox"/>
8.	Power of Attorney	<input type="checkbox"/>
9.	Declaration Form	<input type="checkbox"/>
10.	Bank Details	<input type="checkbox"/>
11.	Proforma of Pre Contract Integrity Pact	<input type="checkbox"/>
12.	Bank Guarantee Format	<input type="checkbox"/>
13.	Copies of GST Registration Certificate, PAN, VAT, EPF registration and ESI registration number	<input type="checkbox"/>

**APPENDIX - XIII**

**VENDOR REGISTRATION FORM**

1. Name of the Organization : \_\_\_\_\_
  
2. Address (In Detail) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Telephone Number : \_\_\_\_\_
  
4. E-Mail Id : \_\_\_\_\_
  
5. Permanent Account Number (PAN) : \_\_\_\_\_
  
6. Bank Name : \_\_\_\_\_
  
7. Bank Branch Address ( In Detail) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
8. Bank Branch Code : \_\_\_\_\_
  
9. Bank Account Number : \_\_\_\_\_
  
10. Bank Account Type : \_\_\_\_\_
  
11. Magnetic Ink Character Recognizer (MICR) : \_\_\_\_\_

- 
12. Tax Identification Number (TIN) : \_\_\_\_\_
13. GST Registration Number : \_\_\_\_\_
14. Service Tax Registration Code : \_\_\_\_\_
15. CST Registration Number : \_\_\_\_\_
16. Employee Provident Fund (EPF)  
Registration Number : \_\_\_\_\_
17. Employee State Insurance Scheme  
(ESIS) Registration Number : \_\_\_\_\_
18. IFSC Code : \_\_\_\_\_





An ISO 9001 : 2015 Port

ISPS CODE Compliant

**MORMUGAO PORT TRUST**  
**ENGINEERING CIVIL DEPARTMENT**

e-TENDER No. **CE/11 / 2019**

**e- TENDER FOR**

**(Cover No: 2)**

**“PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”**

**<https://eprocure.gov.in/eprocure/app>**



An ISO 9001 : 2015 Port

ISPS CODE Compliant

**MORMUGAO PORT TRUST**

**ENGINEERING (CIVIL) DEPARTMENT**

e - TENDER NO: **CE/11/2019**

**“FINANCIAL BID”**

**(BOQ)**

FOR

**“PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”**

Further details <https://eprocure.gov.in/eprocure/app>

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**E-TENDER No. CE/11/2019**

e-tender for “**PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH**”

**COVER NO. 2 (FINANCIAL BID)**

1. Directions to Tenderers for filling in the Schedule of quantities & rates
2. Schedule of Quantities & Rates

MORMUGAO PORT TRUST,  
ENGINEERING CIVIL DEPARTMENT,  
MAIN ADMINISTRATIVE OFFICE BLDG,  
HEADLAND, SADA, GOA.

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

TENDER NO. **CE/11/2019**.

e-tender for **“PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH”**

**DIRECTIONS TO TENDERERS FOR FILLING**  
**THE SCHEDULE OF QUANTITIES & RATES.**

1. Tenderers are required to fill in their ITEM rate in the Price in the space provided for the purpose and unless this is done, their tender will not be considered. Only one item rate on all Rates of Schedule of Quantities & Rates shall be named.
2. The Amount / Rate inserted shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity.
3. Quantity of item of work mentioned in the Schedule should be noted and the rate worked out carefully, having regard to the specifications before submitting the tender, as no variation in rates etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted. The amount / rate quoted at the end of the Schedule of Quantities & Rates, will apply to all the items of work involved in execution of the subject tender and any excess in the item that may be directed to be executed by the Chief Engineer.
4. The tender value shall be rounded off to the nearest rupee.
5. In the event there is variation in specification of drawing, bill of quantities and general specification the bill of quantities will prevail.
6. **The bidder shall quote the price exclusive of GST. Applicable GST shall be paid extra on the quoted price.**
7. The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management , execution and safety practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
8. The work description against each are not exhaustive in themselves and be deemed to include all the necessary and ancilliary works involved for successful completion of that item and the entire works.

Chief Engineer

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**  
TENDER NO. **CE/11/2019**.

e-tender for “**PROVIDING 150 TON BOLLARDS AT BREAKWATER BERTH**”

**PRICE SCHEDULE (BILL OF QUANTITIES)**

Item No	Description of work	Unit of Qty	Qty.	Rate		Total Amount
				Per	At	
					Rs. P.	Rs. P.
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>	<b>(7)</b>
	<b>PROVIDING 150 TON BOLLARD</b>					
1	Dismantling the screed concrete form the breakwater top surface upto the original deck surface for placing the bollard. Drilling holes for the concrete deck 450 mm deep and 28 mm dia for providing 25 mm dia m.s anchor bolts od HILTI make. Providing 25 mm dia m.s anchor bolts 600 mm long of HILTI make , including providing bonding chemical and nuts after placing the base plate and tightening , etc. Providing and laying high build mortar in C.M. (1:3) 25mm thick mixed with high build anchor grout of Master flow 923E make including preparing the surface, etc, below the base plate for placing the 150 ton bollard. Fabricating, providing and fixing bollards by fabircating base plate, bollard liner, top plate , pin, gusset plate etc and welding by minimum 6mm thick weld as per standards, transporting and placing in positions and fixing the bolts, using tools and equipments such as chain pulley blocks, tools,, etc.as per the drawing					

	for bollard or as instructed. Providing and placing M40 grade concrete in hearting and over the base plate, finishing properly as per the instructions of the Chief Engineer or his representative. Painting the Bollard with oil paint after applying a coat of primer of approved shade and colour combinations as per instructions of Chief Engineer or his representative. Cost to include all tools, plants, equipment, hire of crane, trailor, transportation, installation, etc. All labour and material etc complete.	No	8.00	No		
	<b>TOTAL AMOUNT OF TENDER ( EXCLUDING GST ) ESTIMATEED AMOUNT</b>					
	<b>I hereby agree to execute the work at</b>	<b>Rs.</b> _____ <b>Rupees</b> _____ _____				
	<b>Name of the Contractor</b>					
	<b>Quoted Amount</b>					
	<b>Difference Amount</b>					

( Tender Amount in Words

Rupees \_\_\_\_\_  
 \_\_\_\_\_ only)

TENDERER'S NAME & SIGN WITH SEAL

Place :

Date:

Note: The offered rates shall be inclusive of all taxes and duties, GST shall be extra as applicable. If new tax is imposed by Central/State Govt, the same will be reimbursed on submission of documentary evidence. ***Bidder to specify tax component separately.***

