



# **MORMUGAO PORT TRUST**

## **CIVIL ENGINEERING DEPARTMENT**

Tender No. CE/13/2019  
Tender Notice No. CE/N-12/2019

Techno Economic Feasibility Report for  
International and Domestic Cruise Terminal,  
Ro-Pax, Ferry and Other Allied Activities

Bid Document for Appointment of Consultants

Chief Engineer,  
Mormugao Port Trust  
Headland, Sada  
Goa- 403804  
[www.mptgoa.com](http://www.mptgoa.com)

APRIL 2019



**MORMUGAO PORT TRUST  
CIVIL ENGINEERING DEPARTMENT**

**APPOINTMENT OF CONSULTANT FOR TECHNO ECONOMIC FEASIBILITY FOR  
INTERNATIONAL AND DOMESTIC CRUISE TERMINALS, ROPAX, FERRY AND OTHER ALLIED  
ACTIVITIES**

**TENDER ACTIVITY SHEET**

**Tender Schedule**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time (hrs)</b>
1.	Tender e-publication date	02/04/2019	-
2.	Document Download start date	02/04/2019	-
3.	Document Download End Date	30/04/2019	15.00
4.	Pre-Bid Meeting Date (Receipt of Pre-bid queries one day prior to Pre-bid meeting)	09/04/2019	15.00
5.	Replies to Pre-Bid Queries	15/04/2019	-
6.	Bid Submission End Date	02/05/2019	Before 15.00
7.	Tender Opening Date		
	a) Technical Cover	03/05/2019	15.30
	c) Financial Cover	Will be intimated to the Qualified Bidders	

## TENDER INFORMATION

	<b>Particulars</b>	<b>Details</b>
1.	Name of Work	APPOINTMENT OF CONSULTANT FOR TECHNO ECONOMIC FEASIBILITY FOR INTERNATIONAL AND DOMESTIC CRUISE TERMINALS, ROPAX, FERRY AND OTHER ALLIED ACTIVITIES
2.	Scope of Work	Preparation of Techno Economic Feasibility Report including traffic/vessel projections, revenues, Financial Internal Rate of Return etc.  Technical report containing the facilities to be created, project cost and phasing of expenditure will be provided by MPT
3.	Financial proposal	Bidders has to submit Financial proposal in Second cover
4.	Tender Fee	Rs.5,000/-
5.	Bid Security	Rs. 30,000/- (Rs. Thirty Thousand Only)
6.	Performance Security	10 % of the Award Cost as per Financial Proposal
7.	Completion Period	Two (2) months from the date of receipt of Letter of Award for the Final Report
8.	Validity of Offer	180 days from the date of opening of Technical Bids

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**MORMUGAO PORT TRUST  
CIVIL ENGINEERING DEPARTMENT**

**APPOINTMENT OF CONSULTANT FOR TECHNO ECONOMIC FEASIBILITY FOR INTERNATIONAL  
AND DOMESTIC CRUISE TERMINALS, ROPAX, FERRY AND OTHER ALLIED ACTIVITIES**

**DISCLAIMER**

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

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

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

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

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

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to

appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

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

#### **REGISTRATION**

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

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

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

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

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

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

#### **SEARCHING FOR TENDER DOCUMENTS**

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

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

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

#### **PREPARATION OF BIDS**

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

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names

and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

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

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

### **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Authority will not be responsible for any delay due to other issues.

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

3) Bidder has to select the payment option as “offline” to pay the tender fee / 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.

**APPOINTMENT OF CONSULTANT FOR TECHNO ECONOMIC FEASIBILITY FOR INTERNATIONAL AND DOMESTIC CRUISE TERMINALS, ROPAX, FERRY AND OTHER ALLIED ACTIVITIES**

**UNDERTAKING BY THE TENDERER**

To  
The Trustees of the Port of Mormugao

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

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

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

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

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

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

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

Witness' Signature: \_\_\_\_\_ Tenderer's Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Designation: \_\_\_\_\_ Designation: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Tel. No.: \_\_\_\_\_ Date: \_\_\_\_\_

**MORMUGAO PORT TRUST  
CIVIL ENGINEERING DEPARTMENT**

**Tender No. CE/13/2019  
Tender Notice No.CE/N-12/2019**

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AND DOMESTIC CRUISE TERMINALS, ROPAX, FERRY AND OTHER ALLIED ACTIVITIES**

**NOTICE INVITING TENDER**

Mormugao Port Trust (MPT) intend to appoint Financial Experts from the **firms shortlisted by Indian Ports Association consisting of Transaction Advisors** as per Annexure II for carrying out Techno Economic Feasibility Studies (TEFR) for **INTERNATIONAL AND DOMESTIC CRUISE TERMINALS, ROPAX, FERRY AND OTHER ALLIED ACTIVITIES AT MORMUGAO PORT TRUST.**

1. Digitally signed and uploaded online bids in Single Stage Two Cover System are invited by the Chief Engineer on behalf of Trustees of the Port of Mormugao (also referred to as MPT) from the above shortlisted consultants for the subject work.

2. Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website from <https://eprocure.gov.in/eprocure/app>.

**3. Minimum Eligibility Criteria**

1. The Applicant must be in the IPA Empaneled list of Transaction Advisors.
2. The Applicants are required to submit the declaration that they have not been banned or de-listed by any government/Semi government Agency or PSU's.
3. The Applicant should have no conflict of Interest in taking up the subject work.

Only those Applicants who qualify the minimum criteria shall be considered for further evaluation.

**4. CRITERIA FOR EVALUATION:**

**4.1 Technical Proposal Evaluation (Stage 1)**

Proposals of those bidders who satisfy the minimum eligibility criteria as prescribed in "**Notice Inviting Proposal**" shall be considered for further evaluation.

4.2 Technical evaluation will be carried out only for the personnel to be deployed for the work. 70 % weightage will be given to the technical score.

**4.2 Evaluation of Financial Proposal (stage-2)**

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

**Selection Process**

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

Financial score of a bidder (Fn) =  
{(commercial bid of L1/commercial bid of the bidder)x100}% (adjusted to 2 decimal places)

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

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

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

Where Bn = overall score of the bidder

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

Fn = Financial score of the bidder

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

#### **5. Procedure for obtaining Tender Documents:**

5.1 Interested tenderers will have to download the tender document from MPT website [www.mptgoa.gov.in](http://www.mptgoa.gov.in) and/or from <https://eprocure.gov.in/eprocure/app>. The bidder has to submit the tender fee with their offer in the form of Demand Draft or Pay Order towards non-refundable tender fee of Rs. 5,000- (Rupees Five Thousand only). The Demand Draft or Pay Order will be drawn in the favour of "FA & CAO, Mormugao Port Trust" The downloading of the tender documents shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted, if such action is observed at any stage, such offer is liable for outright rejection.

5.2 The bidder is responsible to download Addendums / Amendments / Errata / replies to the queries of the bidder etc. if any, issued by the employer, from web site before the submission of the Bid Document. Any shortfall in submissions of the said Addendum / Amendments / Errata / replies to the queries of the bid document, etc. along with the downloaded documents while submitting the bid documents will not be considered. Incomplete Bid documents shall be rejected outright. The tenderers are requested to check and **no advertisement in the newspapers will be given in this regard.**

#### **6. Bid Submission-**

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

6.2 Complete bid submission is online. Bidders shall have to submit sealed cover containing Banker's Pay Order or Demand Draft towards Tender Fees, EMD and a hard copy of the completed Technical Bid only in the box provided in the office of the Civil Engineering Department, Mormugao Port Trust, Headland, Sada, Goa- 403804 on or before 15.30 hrs on 03/05/2019. For availing exemption of cost of tender and EMD, a copy of certificate of National Small Industries Corporation (NSIC), Govt. of India enterprises under "Single Point Registration Scheme" of Ministry of MSME shall be submitted. **The Financial bid shall not be included in this cover.**

6.3 The Bidders will submit their offers online in the appropriate cover mentioned on the site. The bidders will have to sign the documents wherever required and upload the scanned copies of those signed document along with their bids

**6.4 Price Bid- Financial Offer:** The bidder shall submit his financial offer online in the format provided in **Appendix III** and no other format is acceptable. The bidder should submit online the price bid after filling all the figures according to the Instructions for Online Bid Submission and instructions at e-Procurement website. **Price bid should not be submitted in hard copy format in any case.**

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

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

6.7 The tender documents are NOT TRANSFERABLE.

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

8. The tenders shall remain valid for a period of 180 days from the date of opening of the tenders.

9. The bidders shall give an undertaking as per **Annexure I** that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

10. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

11. The rate quoted by the contractor shall be inclusive of prevailing taxes as per Govt. notifications and all other incidental charges that the contractor may have to bear for the execution of the works. GST will be paid by the Port. Also any new taxes that will be made applicable during the course of execution, will be reimbursed at actuals on production of proof of remittance after taking in to consideration the tax component build in the existing BOQ.

12. The successful firm shall comply fully with all Central and State laws dealing with the employment of persons, apprentices etc. including the Employment of Children Act, 1938, Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, the Factories Act, 1948, the Minimum Wages Act, 1948, Dock Labour Regulations, Contract Labour (Regulation and Abolition) Act 1970. Employees Provident Fund Act (EPF), ESIC regulations and any statutory amendment or re-enactment thereof for the time being in force.

**13. Fraudulent documentation by bidders-**

A. Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

B. List of black listed bidders will be published on port's website.

For any details/clarification Chief Engineer, can be contacted on -

0832 2521160

E-mail [mgptce@gmail.com](mailto:mgptce@gmail.com) , [prem.mpt@gmail.com](mailto:prem.mpt@gmail.com)

**Chief Engineer**

## Annexure II

## List of Transaction Advisors shortlisted by IPA

	Name of Firm/Consortium & Address	Contact Person	Tel. Nos. & Email
1	Ms.PricewaterhouseCoopers Pvt. Ltd. 17thFloor, Tower 10C DLF CyberCity, Gurgaon --122 002, Haryana	Mr.Manish R Sharma	0124-3306414 manish.r.sharma@in.pwc.com
2	Consortium: IVI/s.Deloitte Touche Tohmatsu India LLP in association with M/s.Orbit Law Services.	Mr.KushalKumar Singh	0124-6792893 kksingh@DELOITTE.com
	Lead Member: M/s.Deloitte Touche Tohmatsu India LLP 7thFloor, BuildingNo10B, DLF CyberCityComplex, DLF Cyber CityPhaseII, Gurgaon — 122 002, Haryana		
3	M/s.Almondz Global Securities Limited (Division-Almondz infrastructure Consultants) 2ndFloor, 3, Scindia House, Janpath, NewDelhi — 110001. Corporate Address: F-33/3, Okhla industrial Area, Phase-II, NewDelhi — 110020.	Mr.Ashwini Ghai (Mobile No.9810837950)	011-41514666/ 43500700-800 Mobile No.9810837950 ashwinlghai@almondz.com
4	Consortium: M/s.Mazars Advisory LLP (Previously known as Mazars AdvisoryPrivatelimited) in association with M/s.Singhania git Partners LLP.	Mr.Gul Basantani (Mobile No.981066478)	0124-4814444 gul.basantani@mazara.co.in
	Lead Member: M/s.Mazars Advisory 1113 Mazars House, Plot No.421, Udyog Vihar, Phase- IV, Gurugram — 122 016, Haryana		
5	Consortium: M/s. Credible Management & Consultants Pvt. Ltd. JV Partner: M/s. Globe Infratech Limited	Mr. Pramod Seth	011-46702246/09811297522 pramodsethca@gmail.com
	Lead Member: M/s. Credible Management & Consultants Pvt. Ltd. R-177, Greater Kailash-1, New Delhi		

	- 110001		
6	M/s. Infrastructure Development Corporation (Karnataka) Limited. 9/7, K.C.N. Bhavan, Yamunabai Road, Madhavnagar Extension, Off Race Course Road, Bengaluru-560001	Mr. Debashis Ghosh	080-43448000 debashis@idfc.com
7	M/s. Ernst & Young LLP 3rd & 6th floor, Worldmark-1, IGI Airport Hospitality District, Aero City, New Delhi-110037	Mr. Nripesh Kumar	011-66718000 Email : nripesh.kumar@in.ey.com
8	Consortium: M/s. VDS Consulting Services Pvt. Ltd., in association with M/s. Maritime & Transport Business Solutions B.V.	Ghanshyam Dubey	9534396299 info@vdsconsultingservices.com
	Lead Member: M/s. VDS Consulting Services Pvt. Ltd.  The Springs CHS, Flat No. A/901, Plot No. 4, Sector-20, Navi Mumbai-410218		
9	Consortium: M/s. Darashaw & Co. Pvt. Ltd. in association with M/s. IIFCL (Projects) Limited and M/s. Legacy Law Offices	Mr. Poonam Goyal (Mobile No. 8802403222)	022-43022300 poonam-goyal@darashaw.com
	Lead Member: M/s. Darashaw & Co. Pvt. Ltd. A-238, 2nd floor, Defence Colony, New Delhi-110024 Registered Office: 1205-06, Regent Chambers, 208, Nariman Point, Mumbai-400021		
10	M/s. KPMG Advisory Services Pvt. Ltd. Building No. 10C, 8th floor, DLF Cybr City, Gurgaon-122002, Haryana.	Mr. Anish Dey	09810453776 anishde@kpmg.com
11	M/s. Gianerider & Associates Plot No. 6, Site No. 21, Geeta Mandir Marg, New Minder Nagar, New Delhi — 110 060.	Mr. G. K. Agarwal	011-42412008/28743942 gka_ma@yahoo.com

12	Consortium: M/s. CRISIL Risk and Infrastructures Solutions Limited in association with M/s. Lead Law Advocates	Mr. Jagannarayan Padmanabhan	022-33421874 Jagannarayan.Padmanabhan@crisil.com
	Lead Member: M/s. CRISIL Risk and Infrastructures Solutions Limited CRISIL House, Central Avenue, Hiranandani Business Park, Powai Mumbai-400076		
13	Consortium: M/s Grant Thornton India LLP In association with M/s. Link Legal-India Services	Ms. Padma Priya J, Director	08042430700 padmapriya.J@IN.GT.COM
	Lead Member: M/s Grant Thornton India LLP 5th Floor, 65/2, Block A, Bagmane Tridib, Bagmane Tech Park, C V Raman Nagar, Bengaluru-560093		
14	Consortium: M/s. Tandon Urban Solutions Pvt. Ltd. in association with M/s. Rebel Group International BV	Mr. Amit Kumar Rajhans	022-26655335/9867687797 tandonandassociates@gmail.com
	Lead Member: M/s. Tandon Urban Solutions Pvt. Ltd. 701, Harbhaajan Building, Kalina, Santacruz - East, Mumbai-400098		
15	M/s. Resurgent India Limited 903-906, Unitech Business Zone Tower-C, Nirvana Country, Sector- 50, Gurugram –122018, Haryana	Mr. Sudhir Chandi	0124-4754550 sudhir.chandi@resurgentuae.com
16	Consortium: M/s. Jones Lang LaSalle Property Consultants (India) Pvt. Ltd. Association Partner: M/s. Axis Bank Ltd.	M/s. Saugata Maitra	09830070624/09830823006 saugata.maitra@ap.jil.com / debashis.dutta@ap.jil.com
	Lead Member: M/s. Jones Lang LaSalle Property Consultants (India) Pvt. Ltd. No. 1110, 11th Floor, Ashoka Estate, Barakamba Road, Connaught Place, New Delhi-110001		
	Consortium:		



17	M/s.Alia Consulting Solutions Pvt. Ltd. in associatoin with M/s.Stig B.V.	Mr. Ranvir Singh	022- 49265000/9870892968  devendra@alia- solutions.com
	Lead Member: M/s.Alia Consulting Solutions Pvt. Ltd. 44, 4th Floor, Maker Chamber-3 Nariman Point, Mumbai-400021		
18	M/s.DRA Consultant's Ltd, Nagpur  58, Ingole Nagar, Opp. Airport, Behind HotelPride, Wardha Road, Nagpur - 440005	Mr. Jatin Rathi	9922954932/0712- 3027575  business@dineshrathi.com
19	M/s.a'XYKno Capital services Private Ltd Level 3, Lila Vista WestHighCourt, BajajNagar Nagpur-440010	Mr. Nivesh Modi	0712-6451999/6452999  nivesh.modi@axykno.com / tenders@axykno.com

## Scope of Work and Payment Terms

### The Scope Of Work (SOW) will be as follows:

1. Preparation of Techno-Economic Feasibility Report to study the feasibility of commercial operations and project structuring options for the following projects proposed:
  - a. International Cruise Terminal
  - b. Domestic Cruise Terminal
  - c. Ro-Pax terminal
  - d. Ferry Services
  - e. Other allied activities
2. The feasibility report should include traffic forecast, revenue projections from various revenue streams possible, operating expenses, capital structure, attractiveness of the project (IRR/EIRR), break-even analysis (please note that the capital expenditure estimate will be shared by MPT)
3. Possible project structuring options should be proposed and discussed with the officials for each of the project/integrated project as per the viability
4. To make presentations to Ministry of Shipping/Tourism
5. As per the Modal Documents of Ministry of Shipping, preparing RFQ/RFP on the basis of Feasibility Report / project structure decided
6. Preparing Draft Concession Agreement (DCA) as per modal documents
7. To attend meetings at all levels on behalf / with the Port officials with regards to the projects (till one month of submission of SFC note by the Port).

### Duration of engagement:

3 months

### Payment structure:

	Deliverables	Duration- months (T= Day 0*)	% of Professional fee quoted for the SOW
1	Mobilization advance	T	10% (With BG)
2	Draft Techno-Economic Feasibility Reports	T + 1.5	30%
3	Final Report	T+2	30%
4	RFP and DCA documents	T + 3	30%

### **\*Day 0 – Letter of award for extension work**

#### **Note:**

- 1. After deliverable No.3 (Final Report), the port may at its discretion decide not to proceed with the consultancy. In such case, further payments after deliverable No.3 will not be made and the consultancy will be foreclosed.**
- 2. If the consultant chooses not to avail the mobilisation advance, the 10% amount will be equally on deliverable No.2 & 3.**

### **Additional Terms and conditions:**

- The quotation provided by consultant should be including out of pocket expenses (such as travel of the team to Goa for site visit etc.). However, in case the consultant is required to travel as per instructions of MPT to Delhi/ any other location for meetings/approvals, the TA/DA as payable to entry level Class-I officers will be paid.
- The selected consultant can be given an extension of work under this contract on mutual consensual basis.

## **INSTRUCTION TO BIDDERS**

### **1. INTRODUCTION**

Goa is a famous tourist destinations and attracts several foreign tourists from all over the world. MPT has been witnessing good growth in cruise passengers. Till last year, cruise passengers were limited to foreign tourists arriving in International cruise vessels. This year witnessed the introduction of a domestic cruise vessel. This trend is catching on and more domestic cruise calls are expected in the coming years. MPT therefore has planned to create facilities for domestic as well as International cruise passengers like cruise terminal buildings, ROPAX, ferry services and other allied facilities.

#### **1.1 Goa's importance for Cruise Industry -**

Goa is the smallest state of India facing the Arabian Sea. It lies on the west coast of India and has a deep natural harbour. Goa was a Portuguese colony till 1962. It is a popular tourist destination for foreign as well as Indian tourist. It is an International destination for cruise vessels

#### **1.2 Attractiveness of Goa and the Port of Mormugao**

Goa with its splendid beaches, dazzling nightlife in bars, lounges, pubs, attract innumerable tourists to its shores. Tourist can also uncover the spiritual side of the magnificent state in its places of worship. Parks, gardens, museums, shopping malls, amusement parks, beaches and lakes define the charisma of this tourist hub.

The Port of Mormugao provides immense potential for attracting cruise lines due to its overall tourism infrastructure which include an International Airport, roadways and hotel venues within a reasonable proximity to the City and Tourism center and the appeal of the State of Goa in particular as a travel destination;

MPT provides easy access to international waters and can accommodate large cruise vessels currently operating and is planning to be able to meet the future deployment demands to the region overall. The port provides Berth(s) and Terminal(s) to receive and process cruise passengers in an efficient and effective manner within a time standard required by cruise lines for operations. The Port currently has the capability to accommodate large cruise vessels. However, based on feedback with stake holders, as far as the current cruise passenger facilities are considered, it is imperative for the Port of Mormugao to further develop the capability to serve as a premier port for the current and next generation of cruise vessels so as to be more competitive in the region. Accordingly, the port has decided to create additional facilities for promoting cruise tourism.

#### **1.3 Marine Conditions and Channel Access**

a) In general, there are no significant marine conditions or access issues that were identified that serve as a constraint for present and/or future cruise operations. In fact, the access to open international waters from the Port of Mormugao is excellent.

#### **1.4 Port Facilities Accommodating Cruise Vessels**

MPT has one excellent cruise berth of 450 m long. A second berth which has presently been leased to Navy and Coast Guard is used as and when 2 ships call simultaneously. Another berth is available which can be refurbished and put to use. These berths meet the needs and expectations of passengers and cruise line. However, there is a need for putting cruise terminal buildings for International and domestic tourists.

#### **1.5 Indian Cruise Industry**

India is ranked as the ninth most popular tourist destinations in the world. India has over 7,500 km of coastline, peppered with places of great interest for the cruise guest. Although 2013-14 saw a decline in cruise lines handled across major ports, all ports recorded a growth in 2014-15 India is scheduled to continue to receive strong growth in port calls and Passenger Destination Days in 2017-18. Mormugao Port handled 32 cruise vessels in 2017-18. For the current season 39 cruise

vessels will call at the port.

In the long term, domestic cruise tourism could also contribute significantly if developed properly. The cruise terminal at MPT is typically expected to attract ships with passenger capacity of 2,500-3,000.

## **2. Amendment of Proposal Document:**

2.1 At any time before the due date for submission of proposals, the Employer may, for any reasons, whether at its own initiative or in response to a clarification requested by the firms, modify the documents by amendment. The Employer may at its discretion extend the deadlines for the submission of proposals.

2.2 Firms requiring a clarification on the Proposal Document must notify the Employer in writing, not later than 1 day prior to the pre-bid meeting. Any request for clarification in writing must reach to the Employer's address indicated above by facsimile /Post/Courier or through email [mgptce@gmail.com](mailto:mgptce@gmail.com) , [prem.mpt@gmail.com](mailto:prem.mpt@gmail.com) . The Employer will respond to such requests by uploading the corrigendum. Any request received after day prior to Pre-Bid meeting will not be entertained. MPT will not respond directly to the Bidders.

## **3. Brief Description of Bidding Process:**

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

Stage 1: Technical Proposal (70 % weightage)

Stage2: Financial Proposal (30 % weightage)

### **3.1 Stage 1- Technical Proposal (70 % weightage)**

- The bidders are required to submit the documents required for **Minimum Eligibility Criteria** mentioned in the bid document as Technical proposal. The technical proposal of the bidders will be evaluated based on the criteria. The bid containing the financial proposal of the bidders who do not meet the required criteria will not be considered and kept unopened.
- The Bio data of key personnel to be appointed indicating qualification, experience etc. complete. (Marks will be given for this item)
- Tenderer should furnish Income tax PAN No. and GST registration no.
- Tenderer is required to submit the declaration that they have not been banned or debarred by any Govt./ Semi Govt. agency or PSUs.
- An undertaking which demonstrates that the advisor shall not have a conflict of interest that affect the bidding process.

3.2 In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/alterd to make a non-responsive proposal responsive. The proposals that are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.

3.3 Please note that employer at their discretion may decide for not asking for any clarification and proceeding with evaluation based on the available documents in the bids submission. In view of the above it is requested that all the bidders shall thoroughly study bid requirement and submit all required information/documents along with the bid.

### **3.5 Stage 2- Financial Proposal (30 % weightage)**

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

the format given in Appendix III.

### 3.6 Selection Process

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

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

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

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

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

Where Bn = overall score of the bidder

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

Fn = Financial score of the bidder

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

### 3.7 Criteria for evaluation of key personnel

	Position	Qualification	Specific expertise	Marks and scoring criteria (Total marks 100)
<u>1</u>	Team Leader	Post graduate in Business Administration with specialization in Finance	Should have at least 15 years' experience of working on consultancy assignments in infrastructure sector	<p><b>Total Marks : 40 marks</b></p> <p><b>1. Experience : 10 marks</b></p> <p>1.1 Experience upto 15 years - 5 marks</p> <p>1.2 Experience more than 15 years - 10 marks</p> <p><b>2. Number / Quality/ Relevance of assignments : 30 marks</b></p> <p><b>2.1 Number of assignments: 10 marks</b></p> <p>a. Minimum 6 relevant assignments with traffic / feasibility studies in ports/terminals and maritime sector in last 7 years – 6 marks.</p> <p>b. Each additional assignment – 2 mark each for every additional assignment; to maximum of 4 marks</p> <p>2.2 Have worked on successful award of at least one PPP project at Govt. of India port in last 7 years – <b>5 marks for each project to maximum of 10 marks</b></p> <p>2.3 Undertaken study on <b>at least one Cruise related project in India – 10 marks</b></p>
	Project Manager	Post graduate in Technology /Planning/ equivalent	Should have at least 12 years' experience of working on consultancy assignments in infrastructure sector	<p><b>Total Marks : 30 marks</b></p> <p><b>1. Experience : 10 marks</b></p> <p>1.1 Experience up to 12 years – 5 marks</p> <p>1.2 Experience more than 12 years - 10 marks</p> <p><b>2. Number/ Quality/ Relevance of Projects : 20 marks</b></p> <p><b>2.1 Number of assignments: 10 marks</b></p>

				<p>a. Minimum 2 relevant assignments with traffic / feasibility studies in ports/terminals and maritime sector in last 7 years – 2 marks</p> <p>b. Each additional assignment – 1 mark each for every additional assignment; to maximum of 3 marks</p> <p>c. Have worked on successful award of at least one PPP project at Govt. of India port in last 7 years – 5 marks</p> <p>2.2 Undertaken study on <b>at least one Cruise related project in India – 10 marks</b></p>
	Traffic expert	Post graduate in Business Administration/equivalent degree in port related studies	Should have at least 5 years of working experience in the area of preparation of TEFR/FR/Due diligence studies with traffic assessment for ports/terminals and Maritime sector.	<p><b>Total Marks : 15 marks</b></p> <p><b>1. Experience : maximum 5 marks</b></p> <p>1.1 Experience of 5 years - 3 marks</p> <p>1.2 Experience above 5 years – 1 mark for each additional year</p> <p><b>2. Number/Quality/Relevance of Projects : 10 marks</b></p> <p>2.1 Minimum 5 relevant assignments with traffic studies in port/terminal and maritime sector in last 7 years – 5</p> <p>2.2 Each additional assignment in last 7 years – 1 marks for each additional relevant assignment; maximum of 5 marks.</p>
	Finance Expert	Post graduate in Business Administration with specialization in Finance	Should have at least 9 years experience of working on consultancy assignments in port and maritime sector	<p><b>Total Marks : 15 marks</b></p> <p><b>1. Experience : 5 marks</b></p> <p>1.1 Experience upto 5 years - 2 marks</p> <p>1.2 Experience more than 5 years – 5 marks</p> <p><b>2. Number/Quality/Relevance of Projects : maximum 10 marks</b></p> <p>2.1 Minimum 4 relevant assignments with Feasibility studies in port/terminal and maritime sector in last 7 years – 4 marks</p> <p>2.2 Additional assignments - 2 marks each for additional relevant assignments in last 7 years; maximum of 6 marks.</p>

**Note: For evaluation of key personnel, only those who have been with the firm for a minimum period of 3 years as on 31/03/2019 will be considered.**

**4. Eligible Bidders:**

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

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

**5. OTHER TERMS & CONDITIONS:**

**5.1 Right to Accept or Reject the Proposal:**

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

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

**6. Contents of Proposal Document:**

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

**7. Format of Proposal:**

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

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

7.3 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal. Complete Technical and Financial proposal must be submitted on or before time and date stated in proposal document with the following;

- (a) Power of Attorney in the name of person's/s signatories of the proposal.
- (b) Assignments completed earlier by individual experts working with the firm. **The individual expert should have been working with the firm at least for 3 years as on March 2019.** The firm shall have to substantiate the claimed experience by providing Employer Certificate for each of the project while submitting the offer.
- (c) The proposal document and compilation of Pre-Bid queries/answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the bidders.
- (d) Name, age, background, employment records and detailed professional experience of each expert to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project. A copy of the bio-data format is attached as **Appendix II** . Both the expert's signature and date of signing should be provided as per the bio-data format.
- (e) If an individual Expert makes a false averment regarding his Qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years and the Bid Security and Performance Security will be forfeited. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- (f) **Technical Bid:** Consultants are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at consultant's own risk and may result in rejection of proposal.

The offer shall include

- Bid Security of Rs. 30,000/-
- Cost towards purchase of Tender Rs.5,000/-
- Application letter as per **Appendix I**

#### **7.4 "Price Bid".**

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

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

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

#### **8. TAXES AND DUTIES:**

The Consultant's offer shall be inclusive of all taxes and duties except GST which is payable by MPT. Income Tax and any other statutory taxes to be deducted at source, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time. Any new taxes including GST that will be made applicable during the course of execution will be reimbursed at actual on production of proof of remittance after taking into consideration the tax component built in the existing offer. However, before payment of such taxes the successful bidder shall obtain prior approval of the Employer.

#### **9. Currency and Payment for Services (Fees in Indian Rupees):**

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

**10. Time for completion:** It is expected that the Final Report shall be completed within a period of **2 (Two) months from the receipt of letter of award** to successful consultant. The consultants shall arrange all his activities and the work program accordingly.

#### **11. Award of Assignment /Services:**

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

#### **12. CARE AND DILIGENCE:**

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

#### **13. Bid Security/Earnest Money Deposit (EMD)-**

**13.1** The Applicant shall furnish as part of its Proposal, a bid security of **Rs.30,000/- (Rs. Thirty Thousand only)** in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of "FA & CAO, Mormugao Port Trust" payable at Goa (the "Bid Security"),



returnable not later than **30 (thirty) days** from date of opening of Price Bid except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment as required, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 15 (Fifteen) days from the signing of the Contract Agreement by the Successful Bidder. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement.

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

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

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

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

**14. Confirmation of receipt:**

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

**15. Performance Security:**

Within 21 days of issue of letter of award from the Employer, the successful firm shall furnish to the Employer a Performance Security in the form of a Bank Guarantee of a scheduled / nationalized bank or any reputed foreign bank from its Goa branch for an amount equivalent to **10% of the award cost as per the draft Appendix IV to the Bid Document**. Failure of the successful party to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract. The performance security shall remain in force until six months from the date of issue of completion certificate of this assignment and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the firm.

**16. Signing of Agreement:**

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

16.1 Within 7 days of date of submission of a performance security as stated above, the Bidder shall sign formal agreement as prescribed in Appendix V of Proposal Document with such modifications as may be necessary and the correspondence exchanged up to and including the stage of award of the contract and the letter of acceptance. All costs, charges and expenses including the stamp duty incurred in connection with this Contract for preparation and completion of Agreement will be borne by the Employer. Until such Contract Agreement is executed the acceptance of the tender in terms of the Contract as defined shall be binding upon the parties and shall be the Contract. The Consultant's bills will not be passed for payment until the Contract Agreement is executed.

**17. Extension of validity of Bid:**

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

**18. Pre bid Meeting:**

Interested Bidders are requested to attend a Pre-Bid meeting which will be conveyed at the office of the Chief Engineer, Mormugao Port Trust on schedule date. The purpose of the Pre- Bid meeting will be to clarify issues on Proposal and to answer queries on any matter that may be raised at that stage. No queries received after pre-Bid meeting will be entertained. The queries shall be sent by email in the **word format** as under on email [mgptce@gmail.com](mailto:mgptce@gmail.com) , [prem.mpt@gmail.com](mailto:prem.mpt@gmail.com) on in writing so as to reach the Chief Engineer not later than One (1) day before the date of Pre-Bid meeting:-

Sr. No.	Clause No	Page No	Query

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

**19. SCHEDULE OF BIDDING PROCESS:**

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

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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

(a) "Employer" means The Board of Trustees of the Port of Mormugao, a body incorporated under the Major Port Trust Act, 1963, acting through its Chairman, Deputy Chairman or the Chief Engineer or any other officers so nominated by the Board.

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

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

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

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

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

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

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

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

(j) "Personnel " means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India.

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

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

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

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

(o) Terms of Reference "means the document included in this Bid Document, which explains the

objectives, scope of work, activities, and tasks to be performed.

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

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

(r) "Board" means Board of the Trustees of the Port of Mormugao, a body corporate under the major Port Trusts Act, 1963 as amended from time to time.

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

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

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

## **2. Relations between the Parties**

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

## **3. Law Governing the Contract**

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

## **4. Language**

This Contract shall be executed in the English language, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this contract.

## **5. Notices**

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

## **6. Authority of Member in Charge**

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

## **7. Authorized Representatives**

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

## **8. Effectiveness of Contract**

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

## **9. Commencement of Services**

The consultants shall commence the Services as soon as possible but not later than 15 days from the date of letter of award issued by the Employer.

## **10. Expiration of Contract**

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

## **11. Amendment to Agreement**

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

## **12. Force Majeure-**

### **12.1 Definition-**

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

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

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

### **12.2 Measures to be Taken**

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

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

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

### **12.3 Extension of Time**

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

### **12.4 Payments**

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

### **12.5 Consultation**

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

### **12.6 Suspension**

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

### **12.7 Termination-**

#### **(a) By the Employer**

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

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

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

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

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

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

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

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

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

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

#### **12.9 By the Consultants**

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

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

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

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

#### **12.10 ARBITRATION**

(a) In the event of any difference or dispute arising between the Department and the firm in the performance of duties under the Agreement, the same shall be referred to Chairman, MPT for sole arbitration by himself or any officer appointed by him in accordance with the Arbitration and conciliation Act., 1996, and the Rules thereto and any statutory modifications thereof. The arbitration proceedings would be held in Goa only and the Court of Goa will have the jurisdiction for filing the Award. The clause will apply only if the work is awarded to a private firm.

(b) In case the Advisory work is awarded to a public sector enterprise/undertaking the following Arbitration clause will apply.

"In the event of any dispute or difference relating to the interpretation of the provisions of the

contracts, such disputes or difference shall be referred by either party to the arbitrator of the International Centre for Alternative Disputes Resolutions (ICADR).

Upon such reference this dispute shall be decided by the ICADR whose decision shall be binding on the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as indicated by the arbitrator."

#### **12.11 Cessation of Rights and Obligations**

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

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in General Condition hereof;

(iii) Any right which a Party may have under the Applicable Law.

#### **12.12 Cessation of Services**

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

#### **12.13 Payment upon Termination**

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

### **13. Obligations of the firms-**

#### **13.1 Standard of Performance**

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

#### **14. Law Governing Services-**

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

### **15. Conflict of Interests**

#### **15.1 Firms not to Benefit from Commissions, Discounts etc.**

The remuneration of the firms shall constitute the firms sole remuneration in connection with this Contract or the Services and, the firms shall not accept for their own benefit any trade



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

**15.2 Firms and Affiliates not to engage in certain Activities**

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

**15.3 Prohibition of Conflicting Activities:**

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

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities objectionable to Employer.

**16. Confidentially**

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

**17. INDEMNIFICATIONS: -**

- (a) The Consultant shall indemnify, protect and defend at the firm's own expense, the Employer and its agents and employees from and against any and all actions, claims, losses or damages arising out of any violation by the firm or in the course of the services of any legal provisions, or any rights or third parties, in respect of literary property rights, copyrights, or patents.
- (b) The firm shall indemnify, protect and defend, at the firm's own expense, the Employer, its agents and employees, from and against any and all actions, claims, losses or damages arising out of the firm's failure to exercise the skill and care required under the work provided, however;
  - (i) That the ceiling on the firm's liability under the Section shall be limited to 50% of the agreed fixed lump sum fee. The liability will end three (3) years after issuance of completion certificate for each contract. Such ceiling does not cover the actions, claims, losses or damages caused by the firm's gross negligence or reckless conduct, for which the firm's liability will be subject to separate evaluation.
  - (ii) that the firm's liability under this Section shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

- (a) In addition to any liability the firm may have under the contract, the firm shall at its own cost

and expense, upon request from MPT re-performs the Services.

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

#### **18. Accounting, Inspection and Auditing**

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

#### **19. Consultants' Actions requiring Employer's prior Approval**

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

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

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the firm shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract;

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

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

#### **21. Equipment and Materials Furnished by the Employer**

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

#### **22. Working Hours, Overtime, Leave, etc.**

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

#### **23. Substitution of Key Personnel**

The Employer will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and

any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

#### **24. Removal of Personnel-**

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

#### **25. Obligations of the Employer**

##### **25.1 Assistance and Exemptions**

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

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

#### **26. Change in the Applicable Law**

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

#### **27. Payments to the Consultants**

##### **27.1 Cost Estimates**

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

prices which are agreed mutually.

### **27.2 Remuneration and Reimbursable Expenditures**

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

### **28. Fairness and Good Faith**

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

### **29. Settlement of Disputes**

Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **30. Liquidated Damages**

#### **30.1 Liquidated Damages for error / variation.**

In case any error or variation is detected in the reports submitted by the firm and such error or variation; is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be qualifying the authority in the reasonable manner and recovered from the firm by way of deemed liquidated damages, subject to maximum of 50% (fifty percent) of the Agreement value.

#### **30.2 Liquidated Damages for delay.**

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

#### **30.3 Encashment and appropriation of Performance Security.**

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

#### **30.4 Penalty for deficiency in Services**

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

### **31. Extension of time for completion of assignment**

Should the quantum of extra or additional work / services / studies of any kind whatsoever which may occur be such as may in the opinion of the Engineer fairly entitle the firm to an extension of time for the completion of the work the Engineer shall determine the period of such extension,

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

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

**Date :**

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

**Sub.: TENDER No. CE/13/2019**

**APPOINTMENT OF CONSULTANT FOR TECHNO ECONOMIC FEASIBILITY FOR INTERNATIONAL AND DOMESTIC CRUISE TERMINALS, ROPAX, FERRY AND OTHER ALLIED ACTIVITIES**

Sir,

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

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

.....  
Signature  
(Authorized Signatory)

**BIO – DATA**

**(To be submitted on letterhead)**

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

(List the tasks one by one giving list of project name and component, year, position held, exact duties rendered with time spent on each project).

**9. CERTIFICATE**

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

SIGNATURE

With Company seal

DATE OF SIGNING

\*\*\*\*\*

**APPENDIX V  
FINANCIAL PROPOSAL**

**Tender Inviting Authority: MPORMUGAO PORT TRUUST, ENGINEERING CIVIL DEPARTMENT  
Name of Work: APPOINTMENT OF CONSULTANT FOR TECHNO ECONOMIC FEASIBILITY  
FOR INTERNATIONAL AND DOMESTIC CRUISE TERMINALS, ROPAX, FERRY AND OTHER  
ALLIED ACTIVITIES**

Contract No: CE / 13/ 2019

<b>Name of the Bidder</b>	
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**PRICE**

**SCHEDULE**

(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sr No.	Description	Qty	Units	BASIC RATE In Figures To be entered by the Bidder in	TOTAL AMOUNT	TOTAL AMOUNT In Words
				Rs. P	Rs. P	
1	2	3	4	5	6	7
1	Total price offer inclusive of all taxes (Excluding GST which is reimbursable as per actuals), incidentals, overheads, traveling expenses, printing and binding of reports, expenditure related to presentation to be made during the execution assignment, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in "Scope of work and Payment Terms"	1	LS			
<b>Total in Figures</b>						
<b>Quoted Rate in Words</b>						

**Note: The above format is not to be filled while submitting the Technical Bid . This format is to be filled and uploaded only in the Financial Bid**



**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

KNOW ALL BY THESE PRESENT that (The name of Bank) \_\_\_\_\_  
a banking corporation carrying on banking business including Guarantees at Momugao and other  
places and having its office at \_\_\_\_\_ (hereinafter called 'The  
Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof  
be deemed to include its successors and assigns);

WHEREAS Board of Trustees of Mormugao Port Trust constituted under the Major Port Trusts Act, 1963  
(hereinafter called 'The Board' which expression shall unless repugnant to the context of meaning thereof  
be deemed to include its successors and assigns) had invited proposals for: **APPOINTMENT OF  
CONSULTANT FOR TECHNO ECONOMIC FEASIBILITY FOR INTERNATIONAL AND DOMESTIC CRUISE  
TERMINALS, ROPAX, FERRY AND OTHER ALLIED ACTIVITIES**

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

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

AND WHEREAS the Board has accepted the Proposal of  
M/s. \_\_\_\_\_ (Name of Consultant) (vide its letter  
No.

\_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_ 2015. AND WHEREAS it is one of the  
conditions of the accepted proposal that the (Name of the  
Consultant)

M/s. \_\_\_\_\_ should interalia furnish a guarantee of a  
Nationalized  
Bank/Schedule Bank having its branch in Goa for a sum of Rs.

\_\_\_\_\_ (Rupees

\_\_\_\_\_ only ) being 10% of the Award price as security for the due performance of  
terms and conditions subject to which the said 'Proposal' has been accepted by the Board.

AND WHEREAS, the M/s. \_\_\_\_\_ (Name of  
Consultant) have requested the Bank to give the said guarantee and the Bank has agreed to do so  
on the manner hereafter appearing. NOW THIS INDENTURE WITNESSETH THAT the Bank doth  
hereby stand surety for the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the  
Board upon demand in writing whenever required by it from time to time so to do without  
referring to the (Consultants name) \_\_\_\_\_ and without questioning the right  
of the Board to make such demand or the propriety or the legality of such demand such sum or  
sums not exceeding in the whole a sum of Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_) as may  
become payable to the Board by the Consultant by virtue or arising out of the above mentioned  
'Proposal' or by reason of any breach of non-performance of the same or by the negligence or  
neglect or failure or omission to comply with any of the terms of the Assignment by M/s.

\_\_\_\_\_ (Name of Consultant) in respect of which the decision of the  
Board shall be final and legally

binding and this indenture further witnessed that the liability of the Bank shall not in any manner  
be released, relaxed or diminished by reason of any time or other latitude being given by the  
Board to M/s. \_\_\_\_\_ (Name of Consultant) with regard to the  
performance of the Assignment but this indenture shall remain in full force and effect until all the  
dues of the Board under or by virtue of the said Assignment have been fully paid and  
the M/s.

\_\_\_\_\_ (Name of Consultant) has/have duly  
fulfilled all

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

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

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

Notwithstanding anything to the contrary contained herein: -

Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only).

This bank guarantee shall be valid up to \_\_\_\_\_and

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

SIGNED SEALED AND DELIVERED:

by the with named \_\_\_\_\_  
\_\_\_\_\_through its duly constituted Attorney/s  
\_\_\_\_\_in the presence of.

**FORM OF AGREEMENT DRAFT OF CONTRACT AGREEMENT**

This Agreement made at Mormugao the \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_ 200\_ between THE BOARD OF TRUSTEES OF THE  
 PORT OF Mormugao incorporated by Major Port Trust Act, 1963 as amended by Major Port Trust  
 (Amendment) Act 1974 (hereinafter called "the Board" which expression shall unless excluded by or  
 repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port  
 of Mormugao its successors and assigns) of the ONE  
 PART and \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ (mention city where located) carrying on business in partnership in the firm  
 name and style of \_\_\_\_\_  
 \_\_\_\_\_ having  
 registered with the Income Tax Department of Government of India No. \_\_\_\_\_/  
 No. \_\_\_\_\_ having their/ his office at \_\_\_\_\_

\_\_\_\_\_ the company being registered under the  
 Indian  
 Companies Act, 1956 / \_\_\_\_\_ and having its registered office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Consultant/s" which expression shall unless  
 excluded by or repugnant to the context or meaning thereof be deemed to include the person named,  
 his or her survivor or survivors of them, the heirs executors, legal representatives and administrators  
 of such last survivor and their/ his or her permitted assigns/ the company named its successors and  
 permitted assigns) of the OTHER PART.

WHEREAS the Board invited offers for \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - a) The Tender Document
  - b) Pre-bid minutes (Only If pre-bid meeting is held.)
  - c) Clarification issued to the queries of the bidders (Only If pre-bid meeting is held.)
  - d) The Consultants' and the \_\_\_\_\_  
 \_\_\_\_\_'s (Mention the designation of the HOD) letters referred in the Schedule 'A' hereto,  
 and

e) The acceptance of the Tender by the said letter dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\_ from the \_\_\_\_\_

(Mention the designation of the HOD) of the Board to the Consultant/s.

3. In consideration of the payments to be made 43 Board to the Consultant/s as hereinafter mentioned, the Consultants DO and each of them \_\_\_\_\_ severally and jointly HEREBY CONVENANT with the Board to carry out and complete within the stipulated period (time being the essence of this contract) the work of \_\_\_\_\_

and all other ancillary work as described in the tender documents, in accordance with the specifications and in conformity in all respects with the provisions of the Contract (hereinafter collectively called "the Contract work").

4. The BOARD DOTH HEREBY CONVENANT to pay to the Consultant/s, in consideration of the Consultant/s carrying out and completing within the stipulated period (time being the essence of this contract) the contract work to the entire satisfaction of the \_\_\_\_\_

of the Board in all respects, the contract price (mention the designation of the HOD)

OR

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

IN WITNESS WHEREOF the Consultant/s has/ have hereunto subscribed and set his/ their respective hand/s and seal/s \_\_\_\_\_

\_\_\_\_ or the duly Constituted Attorney of and for and on behalf of the Consultant/s has/ have hereunto subscribed and set his/ their hand and seal/s the Common Seal of the Consultants hath been hereunto affixed and the \_\_\_\_\_ of the Board of Trustees

(Designation of HOD)

of the Port of Mormugao for and on behalf of the Board has set his hand and seal and the Common Seal of the Board hath been hereunto affixed the day and year first above written.

\* strike out if there is no rebate.

THE SCHEDULE 'A' ABOVE REFERRED TO

(The Schedule of letters)

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

SIGNED, SEALED AND DELIVERED by the above named \_\_\_\_\_

Constituted Attorney

in the presence of \_\_\_\_\_

\_\_\_\_\_  
OR  
SIGNED, SEALED AND  
DELIVERED  
by the above named \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Consultant/s

on behalf of themselves and for and on  
behalf of \_\_\_\_\_  
\_\_\_\_\_

in the presence of \_\_\_\_\_

OR

The Common Seal of \_\_\_\_\_  
\_\_\_\_\_

Director

affixed pursuant to a resolution of the Board  
of Directors dated the \_\_\_\_\_ day of  
\_\_\_\_\_ 200\_\_ in the presence of  
\_\_\_\_\_  
\_\_\_\_\_

and \_\_\_\_\_ two  
of the Directors of the said Company.  
DELIVERED by  
\_\_\_\_\_

Director SIGNED, SEALED AND

(Name & Designation of HOD)  
for and on behalf of the Board of  
Trustees of the Port of Mormugao in  
the presence of \_\_\_\_\_  
\_\_\_\_\_

(Designation of HOD concerned)

The Common Seal of the Board of  
Trustees of the Port of Mormugao  
was affixed in the presence of \_\_\_\_\_

Secretary  
Mormugao Port Trust

**ELECTRONIC CLEARING SERVICE MANDATE FORM**

To: \_\_\_\_\_ From: \_\_\_\_\_  
(Firm's Name & Address)

(Name of Department) Mormugao Port Trust

Sub: Payment through NEFT/RTGS/ECS system Ref: Tender No.\_\_\_\_

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

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

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

Date : \_\_\_\_\_ AUTHORIZED SIGNATORY  
COMPANY SEAL AND STAMP

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

Bank's Stamp  
Date : \_\_\_\_\_  
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Signature of the Authorised  
Official of the Bank