

## **Appointment of Architectural cum Engineering Design Consultancy Firm for Setting up of International and Domestic Cruise Terminal and other Allied Facilities.**

### **Replies to Pre bid Queries during the meeting held on 05-04-2019 at 11.30 hrs**

In response to the pre bid queries received for the subject work, both written and during the meeting, the following amendments to the bid document has been agreed to which shall be considered wherever it is necessary in the bid document. There will be no change in any other conditions and those conditions in the bid document will prevail.

1. The bidder need not be registered with COA. However, the team leader will be registered with COA.
2. The Architectural firm shall also have their own experts for undertaking Engineering related jobs and consortium with another Engineering firm to provide Engineering related services are not permitted.
3. For considering the threshold value of the project under the Minimum Eligibility Criteria, 7% escalation in project cost can be permitted each year on a simple rate basis to arrive at March 2019 prices. In case of uncompleted year, pro rata percentage will be considered.

#### Illustration

Project completed	-	December 2011
Project completion cost	-	Rs.70.00 crores
Project cost as on March 2019	-	Rs. 105.50 crores

4. In case of Minimum Eligibility Criteria, the following projects will be considered

- a) New Cruise Terminal/Modernisation of existing structure for cruise terminal
- b) Shopping malls
- c) Multiplexes
- d) Airports
- f) Government Buildings (Non-residential)

#### Note:

- In case a project consisting of one complex in a single location, with any combination of facilities from a) to d), such projects will qualify as an eligible project subject to threshold value as indicated in the MEC.
- In case a project consist of other elements in addition to what is stated above, the cost of such additional elements can also be included in the project cost subject to threshold value. For example if a multiplex also has office space, this will be included in the project cost.
- For fulfilling the MEC, it is compulsory to have at least one project from a) to d) above.

5. EMD amount has been increased to Rs.11.00 lakhs. This can be submitted in the form of Bank Guarantee issued by a Nationalised / Schedule Bank as per the format enclosed as **Annexure-I**. The BG shall be submitted in electronic format (by scanning) while uploading the bid and the original Bank guarantee shall be furnished through post or by hand before 15.00 hrs on the bid opening date.

6. Qualifications and experience criteria for key personnel has been revised according to **Annexure II** enclosed.

7. The bidders shall submit colored concept drawings in A0 size using 3DAutocad format. In addition, in lieu of physical model, a walk through presentation shall also be submitted in a pen drive. Evaluation criteria under 3.1 B (understanding of objectives), instead of the model, the walk through will be evaluated.

8. Clause 4.1 relates to the scope of work to be undertaken by the successful bidder. The drawing to be submitted shall consist of all essential details to enable the port to award the construction work.

9. It is confirmed that Market Research & Financial viability is not included in the scope of this studies/consultancy.

10. The scope of services for PMC will include the following

- i) Construction supervision
- ii) Quality control
- iii) Quantity survey and certification of bills
- iv) Approval of material
- v) Monitoring progress of work and submission of weekly reports
- vi) Liasoning with port and other authorities
- vii) Any other tasks assigned by the Authority relevant for the project

At least one project engineer will be deployed at site with a minimum experience of **3 years** with graduation in Engineering or Architecture. Modified time lines of the payment schedule is as per **Annexure-III**.

11. Drawing no. H/859, enclosed as **Annexure IV**.

12. Last date for submission of e-tenders will be on 16-05-19 by 3.00 pm. Last date for submission of hard copies with EMD and tender cost will be on 17-05-19 by 3.00 pm. Opening of 1st cover (Technical bid) will be on 17-05-19 by 3.30 pm.

13. There is no advance payment. Performance Security of 10% has to be submitted by the successful bidder.

14. Statutory, Govt. Fees and all incidental charges for obtaining necessary approvals for the Project to be borne by MPT. The Consultant will coordinate with the Client for submission of documents to get the required approvals from Govt. Authorities.

15. Only the key personnel who are permanent employees and have been under employment of the firm for a period of at least **3 years** will be evaluated. Proof towards this shall be submitted.

16. Structures of all Government autonomous bodies like IITs/IIMs etc. shall qualify under non residential Government buildings.

17. For evaluation of the concept drawings and walk through presentation, the bidder shall consider a project cost of Rs.150.00 crores so that the evaluation can be carried by adopting a uniform criteria. All the documents submitted for evaluation shall be prepared with this consideration. The evaluation committee may reject any drawings or walk through presentation if they feel that this aspect has not be considered.

18. Exemption will be granted for payment of Bid Security only to Small Scale Industries (SSI)/Micro,Small& Medium Enterprises (MSME) provided proper proof is furnished.The declaration of the UAM number by the bidders is mandatory. However no exemption is granted for payment of tender cost.

19. Pre bid integrity pact is enclosed as **Annexure V** which shall be submitted alongwith the bid.

20. Proof checking of structural designs of all structures, if required will be carried out by Mormugao Port Trust by appointing a proof consultant.

21. Since no new structure will be constructed, no Environmental clearance is required for the Project.

22. With regards to Payment to Consultant, Consultant quote will include travelling expenses of the Consultants for all the visits required for projects. No extra travelling cost will be paid to the consultant.

23. For Tender uploading related queries --- Phone :0832 – 2594604 / 2594607

e-Tendering help contact:The Help Desk will be your first point of contact at NIC.

Telephone: For any queries, please call 24 x 7 Helpdesk No.: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

Email: cPPP-nic@nic.in, etenders@mptgoa.gov.in

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue with the Contact details.

**CHIEF ENGINEER**

**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)**

Ref: Title: \_\_\_\_\_

Tender No. : \_\_\_\_\_ Date: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (herein after called "the Bidder") has/have submitted his/their bid dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the "the Bid").

KNOWN ALL MEN by these presents that we

\_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound onto Mormugao Port Trust (hereinafter called Mormugao Port Trust) in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only, for which payment will and truly to be made to the said Mormugao Port Trust, the Bank binds itself, its successors and assigns, by these presents. Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS under which the EMD shall be forfeited are as under:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form, after bid opening or
2. If the Bidder submits fraudulent documents and / or wrong information in support of its eligibility / qualification or
3. If the Bidder, having been notified of the acceptance of its bid by Mormugao Port Trust during the period of bid validity,
  - a) fails to sign the Agreement or
  - b) fails to submit the required initial security deposit and/or does not agree to carry out the obligations as per the tender conditions.

We undertake to pay to Mormugao Port Trust the above amount, according to and upon receipt of their first written demand, without Mormugao Port Trust having to substantiate their demand, provided that in their demand Mormugao Port Trust will note that the amount claimed by them is due to them owing to the occurrence of any one or all of the above-stated conditions, specifying the occurred condition or conditions.

This Bank Guarantee shall be payable at (**Detail PostalAddress of the branch with code no. where payable**), Vasco-da-gama, Goa

THIS GUARANTEE will remain in force up to and including Dt. \_\_\_\_\_and any demand in respect thereof should reach the Bank not later than such date.

The above reference (TENDER No.) must be used for all correspondences on this Bank Guarantee.

(Name of the Bank)

By \_\_\_\_\_  
Title Authorized Representative

(Signature of witness)  
Name & Address of witness:

## ANNEXURE II

### Key personnel - (Maximum Score – 40 Marks)

	Personnel Members	Essential qualification	Max Score
1	Team Leader	Masters degree / Bachelors degree in Architecture	10
2	Project Architect	Masters degree / Bachelors degree in Architecture	9
3	Project/Structural Engineer	M-Tech in structures / Bachelor degree in Civil Engineering	8
4	Interior designer	Bachelors degree in Architecture	7
5	Estimator	Bachelor degree in Civil Engineering	6
	<b>Total Marks</b>		<b>40</b>

**Note: Key personnel to be evaluated shall be permanent employees of the firm who has been under employment with the firm at least for a period of three years.**

In case more than one personnel member is to be evaluated in the same field of expertise the marks are to be divided equally between the personnel members so evaluated.

Marks will be given to the key personnel in the following manner

	Designation& Experience	Marks
1	<b>Team Leader</b> M.Arch 20yrs above/ B.Arch 25yrs above M.Arch 15-20yrs / B.Arch 20-25yrs M.Arch 10-15yrs / B.Arch 15-20yrs	10 9 7.5
2	<b>Project Architect</b> M.Arch 10yrs above/ B.Arch 15yrs above M.Arch 7-10yrs / B.Arch 12-15yrs M.Arch 5-7yrs / B.Arch 10-12yrs	9 8 6
3	<b>Project/Structural Engineer</b> M.Tech 10yrs above / B.E 15yrs above M.Tech 7-10yrs / B.E 12-15yrs M.Tech 5-7 yrs / B.E 10-12yrs	8 7 6
4	<b>Interior designer</b> B.Arch 10 years and above B.Arch 8-10 years B.Arch 6-8 years	7 6 5
5	<b>Estimator</b> BE (Civil) 5 years and above BE (Civil) 4-5 years BE (Civil) 3-4 years	6 5 4

**ANNEXURE-III**

<b>Milestone</b>	<b>% of the lump-sum fees quoted by the Consultant</b>	<b>Duration in months (T=day 0)</b>
<p>a) Submission of block estimates with conceptual plan.</p> <p>b) Submission of draft report with plan, elevation indicating all general arrangements, services proposed covering all the requirements of the ToR</p> <p>c) Submission of final report after incorporating the comments/feedback from the employer</p> <p>d) Submission of construction drawings for all items of work proposed to be executed (pro rata payment can be given depending on the progress of submission)</p> <p>e) Supervision of the project during the execution stage</p> <ul style="list-style-type: none"> <li>• This amount will be divided and paid on a monthly basis depending on the financial progress of the work</li> <li>• No additional payments will be made in case of delay as against the schedule completion time</li> <li>• In case of increase in contract value of construction due to variation, the consultant will be compensated in the following manner Award of contract(s) price = A Fee for PMC (e above) = B Completion cost of project = C Additional compensation = <math>B*(C-A) / A</math> (Compensation will not be applicable for increase in project cost due to price escalation. The sum all the projects awarded will be considered for arriving the award cost (A) and completion cost (C) In case there is no increase in the total completion cost considering sum of all the projects, irrespective of variation in individual projects, the consultant will not be eligible for any compensation)</li> <li>• In case the construction is delayed, or MPT decides not to proceed with the construction of the project, MPT reserves the right to cancel this item and no amounts will be paid to the consultant)</li> </ul>	<p>10%</p> <p>20%</p> <p>20%</p> <p>20%</p> <p>30%</p>	<p>T+1</p> <p>T+4</p> <p>T+4.5</p> <p>T+5.5</p> <p>Till completion of construction</p>
<b>TOTAL</b>	<b>100%</b>	

**INTEGRITY PACT**

Between

Mormugao Port Trust (MPT) hereinafter referred to as "The Principal",

and

..... hereinafter referred to as "**The Bidder/Contractor**"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section – 1 Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this

regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s) / Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned

in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

### **Section 6 - Equal treatment of all Bidders /Contractors / Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or

Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 - Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He /She reports to the Chairman, Mormugao Port Trust.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later

date, the IEM shall inform Chairman, MoPT and recuse himself/herself from that case.

- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, MoPT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman MoPT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman MoPT has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

## **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of MoPT.

## **Section 10 - Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and

jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing.

Side agreements have not been made

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexures (A & B), the Clause in the Integrity Pact will prevail.

\_\_\_\_\_

(For & On behalf of the Principal)

\_\_\_\_\_

(For & On behalf of

Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :

(Name & Address)

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

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