



आईएसओ 9001-2015 पत्तन  
AN ISO 9001-2015 PORT

# **MORMUGAO PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT**

Tender No. CE/16/2022

## **Appointment of Transaction Adviser and Financial Consultant for Outsourcing of existing premises and Alteration / Creation of new facilities on PPP mode at Port of Mormugao**

Bid Document for Appointment of Consultants

**FIRST COVER**

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

Chief Engineer,  
Mormugao Port Authority  
Headland, Sada  
Goa- 403804  
<https://www.mptgoa.gov.in>

JULY 2022



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facilities on PPP mode at Port of Mormugao**

**TENDER ACTIVITY SHEET**

**Tender Schedule**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time (hrs)</b>
1.	Tender issue date / Publication	15-07-2022	-
2.	Receipt of Pre-bid queries	20-07-2022	-
3.	Pre-Bid Meeting Date	22-07-2022	11.00
4.	Replies to Pre-Bid Queries	29-07-2022	-
5.	Bid Submission End Date	09-08-2022	15.00
6.	Tender Opening Date		
	a) Technical Cover	10-08-2022	15.30
	b) Financial Cover	Will be intimated to the Qualified Bidders	



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**TENDER INFORMATION**

Sr. No.	Particulars	Details
1.	Name of Work	Appointment of Transaction Adviser and Financial Consultant for the Outsourcing of existing premises and Alteration / Creation of new facilities on PPP mode at Port of Mormugao
2.	Scope of Work	Preparation of Techno-Economic Feasibility Report , preparation of Financial model, RFQ, RFP, DRAFT Concession Agreement, Approval note to Competent Authority , legal vetting of Draft CA, Legal certificate, presentation before Ministry and Appraisal committees, evaluation of RFQ & RFP, preparation of notes to Board, presentation , assist Department for the entire period of formulation till signing of Concession Agreement.
3.	Mode of Tender	Two cover System on QCBS Systems only for IPA empaneled transaction Advisory Consultants.
3.	Technical proposal	Bidders has to submit Technical proposal in First Cover
4.	Financial Proposal	Bidders has to submit Financial proposal in Second cover
4.	Tender Fee	Tender Fees (Non- refundable) - Rs.5900/- (Rupees Five Thousand Nine Hundred only) inclusive of 18% GST.  Payment through RTGS / NEFT or any other Electronic mode/Demand Draft in favour of "Mormugao Port Authority", Goa. The proof of payment should be submitted along with the Tender.
5.	Bid Security	Rs. 30,000.00- (Rs. Thirty thousand Only)

		Mode of payment: Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Online Payment.
6.	Performance Security	3 % of the Award Cost as per Financial Proposal Mode of payment: Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Online Payment.
7	Retention Money	Not applicable
8.	Period of Consultancy	Eight Weeks for each project and overall completion till signing of concession agreement plus three month or till appointment of Independent Engineer Overall period of services – Three (3) years
9.	Validity of Offer	180 days from the date of opening of Technical Bids
10.	Contact Details	<b>For Tender related queries ---</b> Contract Person : Sudin Prabhudessai Dy. Chief Engineer Phone :0832 – 2594604 / 9423062087  Email: <a href="mailto:ce@mptgoa.com">ce@mptgoa.com</a> , <a href="mailto:sudin.prabhudessai@mptgoa.gov.in">sudin.prabhudessai@mptgoa.gov.in</a>
11.	Website	<b><a href="http://www.mptgoa.gov.in">www.mptgoa.gov.in</a></b>



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**ELECTRONIC PAYMENT SYSTEM MANDATE FORM**

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

Name of the Beneficiary	MORMUGAO PORT AUTHORITY GENERAL ACCOUNT
Address of Beneficiary with PIN Code	Administrative Office Building, Headland Sada, GOA - 403804
PAN Number	AAALMO293P
Name & Mobile Number of responsible person	Milind Dessai / 9823082682 <a href="mailto:milind.desai@mptgoa.com">milind.desai@mptgoa.com</a>
Name of the Bank and Branch	STATE BANK OF INDIA, Harbour Branch
Bank Telephone No.	0832-2520212
Address of the Bank	STATE BANK OF INDIA MORMUGAO HARBOUR, GOA – 403803
MICR Code of the Bank	403002024
IFSC Code No.	SBIN0002164
Type of Account and Branch Code	Current Account / Branch Code:- 002164
Account number of the Bank	10438017048 MPA GENERAL ACCOUNT
Beneficiary E-mail ID	<a href="mailto:cashmpt@mptgoa.gov.in">cashmpt@mptgoa.gov.in</a>



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**Tender No. CE/16/2022**

### **Appointment of Transaction Adviser and Financial Consultant for Outsourcing of existing premises and Alteration / Creation of new facilities on PPP mode at Port of Mormugao**

#### **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.





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#### **INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BID**

##### **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.

##### **SUBMISSION OF BIDS**

The Bidder is required to submit his Bid in the manner described below.

1. Bids invited under Two cover system :
  - 1.1 The Bid is required to be submitted in Two cover system and First cover shall contain:
    - (a) All the Bid document including the required information of the Bidder's along with the Proformae duly.
    - (b) The First sealed cover shall be superscribed with the Tender Number, Name of Work, Due Date and with the words "TECHNICAL BID ( Cover no.1)–To Chief Engineer" and should bear in the bottom left corner, the Name of Bidder.
    - (c) Duly executed power of attorney in the name of Bidders authorized Representatives to act on behalf of Bidder in case of Firms/ Partnership duly authenticated by a Notary Public.
  - 1.2 The Second sealed cover shall contain financial bid. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The Second sealed cover shall be superscribed with the Tender Number, Name of the work, Due date and with the words "FINANCIAL BID – ( Cover no.2)" and should bear in the bottom left corner, the Name of the Bidder.
  - 1.3 The Bidder must ensure that his tendered amount or rates are not mentioned, either directly or indirectly in any of the papers enclosed in the First cover. If any such mention is made

there, the Bid is liable to be treated as invalid and will not be considered.

- 1.4 The EMD shall be placed in "Third cover" marked as "EMD" and all the three covers shall be placed in "Fourth cover" properly sealed which shall be superscribed with the Tender Number, Name of the work, Due date and with the words "Complete Tender" and shall be addressed to the Chief Engineer, Mormugao Port Authority. The Name of Bidder shall appear in the bottom left corner of the cover.

## 2. Delivery of tenders

- 2.1 The Bidders duly completed in accordance with the "Instructions for preparation and submission of Bid" contained in this Bid document should be placed in the Tender Box (marked "Tender No.CE/16/2022") kept outside the cabin of the Assistant Engineer (Accounts) , Civil Engineering Department, Administrative Office Building, Mormugao Port Authority, ,Headland Sada , Mormugao ,403804, Tel: 08322594628. upto 3.00 pm on due date as indicated in face sheet and First cover Chief Engineer, Mormugao Port Authority offers will be opened at 3.30 p.m. on the same date in the presence of such of the Bidders who may wish to be present.
- 2.2. The Bidders addressed to the Chief Engineer/MPA whether sent by post or by hand delivery must reach the office of the Assistant Engineer (Accounts), Civil Engineering Department, Mormugao Port Authority, Administrative Office Building ,Headland Sada , Mormugao ,403804, on or before the due date and time. OFFERS RECEIVED LATE WILL NOT BE CONSIDERED EVEN THOUGH POSTED BEFORE THE DUE DATE AND TIME.
- 2.3. Offers sent by Telex/Telegram/FAX will **not** be considered.
- 2.4 Unsigned tenders will not be considered.

## ASSISTANCE TO BIDDERS

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.



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ANNEXUIRE - I

**MORMUGAO PORT AUTHORITY  
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**UNDERTAKING BY THE BIDDER**

To  
The Authority 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 Authority 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: \_\_\_\_\_  
\_\_\_\_\_

Bidder's  
Signature: \_\_\_\_\_

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

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

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

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

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

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

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

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



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#### **NOTICE INVITING TENDER**

Mormugao Port Authority (MPA) intend to appoint Transaction Advisor cum Financial Consultant from the firms shortlisted by Indian Ports Association consisting of Transaction Advisors for carrying out Techno Economic Feasibility Studies (TEFR) and formulation of projects as per PPP / Government Guidelines for "Outsourcing of existing premises and Alteration / Creation of new facilities on PPP mode at Port of Mormugao".

1. Sealed tenders in original Two Cover System are invited by the Chief Engineer on behalf of Authority of the Port of Mormugao (also referred to as MPA) from the above shortlisted consultants for the subject work.
2. Interested eligible Bidders may obtain further information and inspect the tender documents on Port official website.

#### **3. Minimum Eligibility Criteria**

- 3.1 The Applicant must be in the IPA Empaneled list of Transaction Advisors.
- 3.2 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.
- 3.3 The Applicant should have no conflict of Interest in taking up the subject work

#### **4. CRITERIA FOR EVALUATION:**

MPA 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)

#### **4.1 Technical Proposal Evaluation (Stage1)**

- a. Proposals of those bidders who satisfy the minimum eligibility criteria as prescribed in "Notice Inviting Tender" shall be considered for further evaluation.
- b. Technical evaluation will be carried out only for the key personnel to be deployed for the work. 70 % weightage will be given to the technical score. Minimum qualifying marks is 80 out of 100.

## 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.

## 5. Procedure for obtaining Tender Documents:

- 5.1 Interested Bidders will have to download the tender document from MPA website [www.mptgoa.gov.in](http://www.mptgoa.gov.in). The bidder has to submit the tender fee with their offer in the form of Demand Draft or e-mode towards non-refundable tender fee of Rs. 5900/- (Rupees Five Thousand Nine hundred only). The payments shall be made by e-mode or by The Demand Draft drawn in the favour of "FA & CAO, Mormugao Port Authority. 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 Bidders 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 bid submission has been provided in "**Instructions for Preparation and Submission of Bid**" of this tender.
- 6.2 Bidders shall have to submit sealed cover containing ULR details for e-payments or Demand Draft towards Tender Fees, EMD and a **hard copy of the Bid (technical bid and Price Bid) in the box provided in the office of the Civil Engineering Department, Mormugao Port Authority, Headland, Sada, Goa- 403804 on or before 15.00 hrs. on 09/08/2022.**
- 6.3 Bids will not be considered in case the EMD and Tender Fee is not submitted in the form and manner described above.
- 6.4 Tenders submitted after due date and time, will be considered as Late Bid submitted by such bidder will not be opened.
- 6.5 The tender documents are NOT TRANSFERABLE.
- 7 The MPA 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 then works. GST will be paid by the Port. No 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 Contact Dy. Chief Engineer, on -

**0832 2594604/ 9423062087**

**E-mail: sudin.prabhudessai@mptgoa.gov.in**

**Chief Engineer**

## List of Transaction Advisors shortlisted by IPA

	Name of Firm/Consortium & Address	Contact Person	Tel. Nos. & Email
1	Ms.PricewaterhouseCoopers Pvt. Ltd. 17thFloor,Tower10C DLFCyberCity, 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.KushalKumarSing h	0124-6792893 kksingh@DELOITTE.com
	Lead Member: M/s.Deloitte Touche Tohmatsu India LLP 7thFloor,BuildingNo10B, DLFCyberCityComplex,DLF CyberCityPhaseII, Gurgaon — 122 002, Haryana		
3	M/s.Almondz Global Securities Limited (Division-Almondz infrastructure Consultants) 2ndFloor,3,ScindiaHouse, Janpath,NewDelhi—110001. Corporate Address: F-33/3,OkhlaIndustrialArea, 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 asMazars AdvisoryPrivatelimited)in associationwith 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		
	Consortium:		

5	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. Feedback Infra Pvt. Ltd 15th Floor, Tower 9B, DLF Cyber City Complex, DLF Cyber City Phase III Gurgaon -122002, Haryana.	Ms. Aditi Vyas	09810789181 aditi.vyas@feedbackinfra.com
12	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
13	Consortium:	Mr. Jagannarayan Padmanabhan	022-33421874 Jagannarayan.Padmanabhan@crisil.com
	M/s. CRISIL Risk and Infrastructures Solutions Limited in association with M/s. Lead Law Advocates		
	Lead Member:		
	M/s. CRISIL Risk and Infrastructures Solutions Limited CRISIL House, Central Avenue, Hiranandani Business Park, Powai Mumbai-400076		
14	Consortium:	Ms. Padma Priya J, Director	08042430700 padmapriya.J@IN.GT.COM
	M/s Grant Thornton India LLP In association with M/s. Link Legal-India Services		
	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		
15	Consortium:	Mr. Amit Kumar Rajhans	022-26655335/9867687797 tandonandassociates@gmail.com
	M/s. Tandon Urban Solutions Pvt. Ltd. in association with M/s. Rebel Group International BV		
	Lead Member:		

	M/s. Tandon Urban Solutions Pvt. Ltd. 701, Harbhaajan Building, Kalina, Santacruz - East, Mumbai-400098		
16	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
17	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		
18	Consortium: M/s. Alia Consulting Solutions Pvt. Ltd. in association 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		
19	M/s. DRA Consultant's Ltd, Nagpur 58, Ingole Nagar, Opp. Airport, Behind Hotel Pride, Wardha Road, Nagpur - 440005	Mr. Jatin Rathi	9922954932/0712-3027575 business@dineshrathi.com
20	M/s. a'XYKno Capital services Private Ltd Level 3, Lila Vista West High Court, Bajaj Nagar Nagpur-440010	Mr. Nivesh Modi	0712-6451999/6452999 nivesh.modi@axykno.com / tenders@axykno.com



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## MORMUGAO PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

Tender No. CE/16/2022

### Appointment of Transaction Adviser and Financial Consultant for Outsourcing of existing premises and Alteration / Creation of new facilities on PPP mode at Port of Mormugao

#### SCOPE OF WORK AND PAYMENT TERMS

#### 1. The Scope of Work (SOW) will be as follows:

- 1.1. Preparation of Techno Economic Feasibility Report for the following outsourcing premises:
  - (i).
    - a). Outsourcing of Deepvihar Primary School at Headland Sada for imparting nursery and primary education for a period of 30 years on PPP mode.
    - b). Outsourcing of New Mangalore Port English Medium school at Panambur , New Mangalore for imparting I<sup>st</sup> to X<sup>th</sup> Std. education for a period of 30 years on PPP mode.
  - (ii). Outsourcing of existing 100 bedded hospital and to create Hospital cum Medical college utilizing adjoining area located at Port township, Headland Sada for a period of 30 years on PPP mode
  - (iii). Outsourcing of Old Hospital premises at Baina , Vasco- Da – Gama for hotel and hospitality industry for a period of 30 years.
  - (iv). Outsourcing of about 30,000 m<sup>2</sup> land at Bogda for development of ware house.
  - (v). Outsourcing of about 20,000 m<sup>2</sup> in the operation area for handling Cement/Edible oil/Other product on PPP mode for a period of 30 years.
  - (vi). Outsourcing of Commercial area at Port Institute, Vasco for creation of commercial complex on PPP mode for the period of 30 years.
  - (vii). Outsourcing of Old Administrative building at Harbour for creating Hotel industries on PPP mode for the period of 30 years.
  - (viii). Outsourcing of about 40,000 m<sup>2</sup> of area for storage of cargo/ Container Freight Station at Baina.
  - (ix). Outsourcing of 20,000 m<sup>2</sup> commercial area at Dabolim for CNG/LNG/LPG or other cargo.
  - (x). Outsourcing of 20,000 m<sup>2</sup> paved area at Bogda for Container Freight Station/export oriented products.
- 1.2. The Techno Economic Feasibility Report includes preparation of Revenue and Financial Model.

- 1.3. Preparation for document for inviting Expression of interest (EOI) and scrutiny.
- 1.4. As per the Modal Documents of Ministry of Shipping, preparing RFQ/RFP/DCA/SFC/DIB proposal on the basis of Techno Economic Feasibility Report / project structure decided.
- 1.5. Preparation for Pre-Bid and other meetings, conducting the same, preparing replies/clarifications in consultation with officials of Ports.
- 1.6. Evaluation of RFP/ RFP documents.
- 1.7. Preparing material for the Board Meeting for obtaining approvals at various stages.
- 1.8. Preparation of letters, drafts, etc. for obtaining Govt. approvals including Security Clearance, etc.
- 1.9. Co-ordination and correspondence with concerned statutory State/Central Govt. organizations/persons.
- 1.10. Provide necessary technical, financial and legal assistance from time to time.
- 1.11. Furnish clarification to query from RFQ applicants/bidders, Ministry or any other statutory Authority.
- 1.12. After signing of agreement with concessionaire, provide financial/legal opinion on implementation & operation of premises.
- 1.13. Appointment of Independent Engineer.

**2. Overall period of services – Three (3) years**

**3. Duration for individual Project on issue of Specific Work Order**

Eight Weeks for completion of Assignment and overall completion till signing of concession agreement and till appointment of Independent Engineer.

**4. Payment structure for each project separately:**

Sr. No.	Deliverables	Duration- weeks (T= week 0*)	% of Professional fee quoted for the SOW
1	Draft Techno-Economic Feasibility Reports	T + 2	30%
2	Final Report	T+4	20%
3	RFP and DCA documents	T+ 8	40%
4	Signing of Concession Agreement and Appointment of Independent Engineer	---	10%

**\*Week 0 – Letter of award**

**Note:**

- (i). **After deliverable No.2 (Final Report), the port may at its discretion decide not to proceed with the consultancy. In such case, further payments after deliverable No.2 will not be made and the consultancy will be foreclosed.**
- (ii). **Port its discretion to award the specific work order for the listed projects to be implemented within the period of three years. In case the project is not envisaged during the contact period the same shall be foreclosed without any termination payment.**
- (iii). **Each Project will be evaluated separately based on QCBS System. The Port is at discretion to issue Letter of Award either for single or for multiple projects based**

***on the Ports Planning/requirements within a period of Three years . The selection of bidder is based on QCBS for each project taken separately. Bidder may note that lowest sum total of price quote for all projects is not the criteria to be adopted for selection , rather it will be on individual project basis.***

**Additional Terms and conditions:**

- The quotation provided by consultant should be including out of pocket expenses (such as travel of the team to Goa and New Mangalore for site visit including visit to Ministry at Delhi as and when required).
- The selected consultant can be given an extension of work under this contract on mutual consensual basis.



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## **MORMUGAO PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT**

**Tender No. CE/16/2022**

### **Appointment of Transaction Adviser and Financial Consultant for Outsourcing of existing premises and Alteration / Creation of new facilities on PPP mode at Port of Mormugao**

#### **INSTRUCTION TO BIDDERS**

#### **1. INTRODUCTION**

1.1. The Authority intends outsourcing the following Port premises on PPP basis.

- (i).
  - a). Outsourcing of Deepvihar Primary School at Headland Sada for imparting nursery and primary education for a period of 30 years on PPP mode.
  - b). Outsourcing of New Mangalore Port English Medium school at Panambur , New Mangalore for imparting I<sup>st</sup> to X<sup>th</sup> Std. education for a period of 30 years on PPP mode.
- (ii). Outsourcing of existing 100 bedded hospital and to create Hospital cum Medical college utilizing adjoining area located at Port township, Headland Sada for a period of 30 years on PPP mode
- (iii). Outsourcing of Old Hospital premises at Baina , Vasco- Da – Gama for hotel and hospitality industry for a period of 30 years.
- (iv). Outsourcing of about 30,000 m<sup>2</sup> land at Bogda for development of ware housing
- (v). Outsourcing of about 20,000 m<sup>2</sup> in the operation area for handling Cement/Edible oil/ Other product on PPP mode for a period of 30 years.
- (vi). Outsourcing of Commercial area at Port Institute, Vasco for creation of commercial complex on PPP mode for the period of 30 years.
- (vii). Outsourcing of Old Administrative building at Harbour for creating Hotel industries on PPP mode for the period of 30 years.
- (viii). Outsourcing of about 40,000 m<sup>2</sup> of area for storage of cargo/ Container Freight Station at Baina.
- (ix). Outsourcing of 20,000 m<sup>2</sup> commercial area at Dabolim for CNG/LNG/LPG or other cargo.
- (x). Outsourcing of 20,000 m<sup>2</sup> paved area at Bogda for Container Freight Station/export oriented products.

## **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 **sudin.prabhudessai@mptgoa.gov.in** 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. MPA will not respond directly to the Bidders.

## **3. BRIEF DESCRIPTION OF BIDDING PROCESS:**

MPA 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)

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

- Evaluation of key personnel will be carried out in first stage, minimum qualifying marks shall be 80 out of 100.
- The Bio data of key personnel to be appointed indicating qualification, experience etc. complete. (Marks will be given for this item)
- Bidder should furnish Income tax PAN No. and GST registration no.
- Bidder 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.

4.2. 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.

4.3. 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.

### **4.4. 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.

#### 4.5. 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% & 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.

#### 4.6. Criteria for evaluation of key personnel

Sr. No.	Position	Qualification	Specific expertise	Marks and scoring criteria (Total marks 100)
1	Team Leader	MBA / PGDM	Should have at least 12 years' experience of working on consultancy / Transaction Advisor Services for PPP projects in Ports, Highways and other in infrastructure projects.	<p><b>Total Marks : 40 marks</b></p> <p><b>1. Experience : 10 marks</b></p> <p>1.1 Experience 12 to 14 years -5 marks</p> <p>1.2 Experience more than 14 years - 10 marks</p> <p><b>2. Number/Quality/Relevance of assignments : 30 marks</b></p> <p><b>2.1 Number of assignments: 20 marks</b></p> <p>a. Minimum 3 relevant assignments in last 7 years – 10 marks.</p> <p>b. Each additional assignment – 2 mark each for every additional assignment; to maximum of 10 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>
2	Project Manager	Graduate Engineer in Civil / Mechanical /	Should have at least 10 years' experience of working on consultancy /	<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>



		Electrical Engineer	Transaction Advisor Services for PPP projects in Ports, Highways and other in infrastructure projects.	<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, Highways and other in infrastructure projects 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><b>2.2 Undertaken study on at least one Cruise related project in India – 10 marks</b></p>
3	Marketing	MBA / PGDM	Should have at least 8 years' experience of working on consultancy / Transaction Advisor Services for PPP projects in Ports, Highways and other in infrastructure projects.	<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 Ports, Highways and other in infrastructure projects.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>
4	Finance Expert	CA / ICWA/ MBA / PGDM	Should have at least 8 years' experience of working on consultancy / Transaction Advisor Services for PPP projects in Ports, Highways and other in infrastructure projects.	<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 Ports, Highways and other in infrastructure projects 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: a. For evaluation of key personnel, only those who have been with the firm for a minimum period of 3 years as on 30/06/2022 will be considered.**

**b. Age of Key personal as on date of submission of bid shall not exceed 70 years.**

#### **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, MPA 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. MPA 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. Bidders would provide all the information as per this Proposal Document and in the specified formats.
7. 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. 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 31<sup>st</sup> June 2022.** 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 in **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. 5900/-
- Application letter as per **Appendix-I**.

## 7. "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 MPA. 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. No additional or new taxes will be reimbursed except GST.

## 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 MPA within one month from date of due by RTGS.

## 10. TIME FOR COMPLETION:

Final Deliverables of each project shall be completed within a period of **8 (Eight) weeks from the receipt of purchase order (PO)/ specific work order (SWO)** to successful consultant. However the overall completion of each project is till signing of Concession Agreement and

appointment of Independent Engineer. 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)**, 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 MPA 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 acceptance from the Employer, the successful firm shall

furnish to the Employer a Performance Security in the form of a Bank Guarantee of nationalized bank having branch in Vasco . 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 IV**. 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, MPA 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 via VC on the scheduled date. The necessary link will be send to firms subject to their confirmation for attending the same at least one day in advance. 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 [sudin.prabhudessai@mptgoa.gov.in](mailto:sudin.prabhudessai@mptgoa.gov.in) so as to reach the Chief Engineer not later than Two days 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:**

MPA 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.



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## **MORMUGAO PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT**

**Tender No. CE/16/2022**

### **Appointment of Transaction Adviser and Financial Consultant for Outsourcing of existing premises and Alteration / Creation of new facilities on PPP mode at Port of Mormugao**

#### **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 Authority of the Port of Mormugao, a body incorporated under the Major Port Authority Act, 2021, 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 Authority of the Port of Mormugao, a body corporate under the Major Port Authority's Act, 2021 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 Authority of the Port of Mormugao.

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

## **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 within Seven days from the date of letter of award / Specific Work Order for each project 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 here under.

(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 MPA 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 MPA 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 SETTLEMENT OF DISPUTES

### (A). Amicable Settlement of Disputes:

If any dispute or differences or claims of any kind arises between the **Mormugao Port Authority** and the **Contractor** in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, and so notified in writing by either Party to the other party refer the disputes to the **Chairman of Mormugao Port Authority** and **Contractor** as the case may be for amicable settlement, and upon such reference, the said persons shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the such dispute, difference or claim.

### (B). Conciliation:

If such meeting does not take place within 15 (fifteen) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause (1) or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee **constituted by the Indian Ports Association and approved and appointed by the Board of Mormugao Port Authority** as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard operating procedures for conciliation & settlement of disputes contained in the policy guidelines **circulated by the Indian Ports Association and approved and appointed by the Board of Mormugao Port Authority** on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations / decision of the committee is not acceptable to any of the party. It shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 3 or 4.

### (C). Arbitration

(a) Any Dispute which is not resolved amicably as provided in Clause 1 and/or 2 shall be finally settled by arbitration as set forth below: -

- (i) The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be

- governed by Substantive Law of India.
- (ii) The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time. The rules of SAROD – Ports are placed at **Appendix-**
  - (iii) The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties shall be English.
  - (iv) The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.

**(D). Adjudication by Adjudicatory Board**

In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the **Contractor** and the **Mormugoa Port Authority**, all disputes not settled under Clause 2 through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or controversy of whatsoever nature again under Clause 3 and the adjudication hereunder shall be final and binding.

- (E).** In addition to above, any other mechanism to resolve the dispute as per the directives of Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

**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 MPA.

**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 MPA 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) MPA 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 MPA 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 hereinabove.

## **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**

Please refer Clause no 12.10 of GCC

## **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 there of shall be qualifying the authority in the reasonable manner and recovered from the firm by way of deemed liquidated damages, subject to maximum of 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 and Retention Money.**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security and Retention money, in whole or in part, without notice to the Consultant in the event of breach of this 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 MPA, other penal action including debaring for a specified period may also be initiated as per policy of the MPA.

### **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.

**(Not Applicable)**

**MORMUGAO PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT**

**Tender No. CE/16/2022**

**PROFORMA OF PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ **day of the month of \_\_\_\_\_ 2022**, between, on one hand, the Board of Authority of Mormugao Port Authority acting through \_\_\_\_\_, (Chief Engineer)), Mormugao Port Authority (hereinafter called the 'EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ Represented by \_\_\_\_\_, Director, (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

- (i) WHEREAS the 'EMPLOYER' has invited bids for the "Appointment of Transaction Adviser and Financial Consultant for the Outsourcing of existing premises and Alteration / Creation of new facilities on PPP mode at Port of Mormugao" (Hereinafter referred to as the "Outsourcing Premises")

and the BIDDER is submitting his bid for the project and WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/constituted in accordance with the relevant law in the matter and the 'EMPLOYER' is Mormugao Port Authority.

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

Enabling the EMPLOYER to obtain the desired said stores/equipment/ services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortion impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'EMPLOYER' will commit to prevent corruption, in any form, by its

officials by following transparent procedures.

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

### **1.0 Commitments of the 'EMPLOYER'**

- 1.1 The 'EMPLOYER' undertakes that no official of the 'EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The 'EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3 All the officials of the 'EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'EMPLOYER' the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

- 3.0 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract

- in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the 'EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'EMPLOYER' or alternatively, if any relative of an officer of the 'EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'EMPLOYER'.

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

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 30,000/- as Earnest Money/Security Deposit, with the 'EMPLOYER' through any of the following instruments:
- (i) E-mode or Demand Draft in favour of FA & CAO , MPA Vasco or in the form of Bank Guarantee from an Indian Nationalised Bank/ Scheduled Bank having branch in Goa.
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EMPLOYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions

for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'EMPLOYER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'EMPLOYER' and the 'EMPLOYER' shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing MCLR of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EMPLOYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'EMPLOYER' resulting from such

cancellation/rescission and the 'EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'EMPLOYER' or take action as per the procedure mentioned in the "Guidelines on Banning of Business dealings." Copy of the Guidelines on Banning of business dealings" is annexed and marked as Annexure.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the BIDDER, the same shall not be opened.
- (ix) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (x) Forfeiture of Performance Guarantee in case of a decision by the 'EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **7. Failure Clause**

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

## **8. Independent Monitors**

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

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER,
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

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

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

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

## **11. Other Legal Actions**

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



**12. Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ 2022

EMPLOYER

BIDDER.

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_,

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

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

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

**Sub.: TENDER No. CE/16/2021**

**APPOINTMENT OF TRANSACTION ADVISER AND FINANCIAL CONSULTANT FOR THE  
OUTSOURCING OF EXISTING PREMISES AND ALTERATION / CREATION OF NEW  
FACILITIES ON PPP MODE AT PORT OF MORMUGAO**

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)**

**CURRICULUM VITAE (CV) OF KEY PERSONNEL:**

- 1. PROPOSED POSITION FOR PRESENT ASSIGNMENT:**
- 2. NAME OF PERSONNEL:**
- 3. DATE OF BIRTH:**
- 4. NATIONALITY:**
- 5. EDUCATIONAL /QUALIFICATION:**
- 6. WORKING IN THE FIRM SINCE:**
- 7. TOTAL WORK EXPERIENCE:**
- 8. EMPLOYMENT RECORD:** (STARTING WITH PRESENT POSITION, PERIOD, EMPLOYER - POSITION HELD AND DESCRIPTION OF DUTIES)
- 9. NO OF ELIGIBLE PROJECTS:**
- 10. DETAILS OF ELIGIBLE PROJECTS:**
- 11. DETAILED TASKS ASSIGNED:** Work undertaken be 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).
- 12. CERTIFICATE**  
I, the undersigned, certify that, to my knowledge and belief this bio data correctly describes myself, my qualifications and experience.

Place: \_\_\_\_\_

(Signature and the Name of Key Personnel)

**SIGNATURE AND NAME OF AUTHORIZED SIGNATORY OF THE BIDDER**

With Company seal:

Date of Signing:

**Notes:**

1. Use separate form for each Key Personnel.
2. Each page of the CV shall be signed by both the Personnel concerned and by the Authorized Representative of the bidder along with the seal of the firm.
3. Attach self-attested copy of the professional qualification certificate / Membership certificate for each key personnel.
4. If the self-attested copy of professional qualification certificate / Membership certificate is not furnished, such key person will not be considered for evaluation.

**FINANCIAL PROPOSAL**  
**Tender Inviting Authority: MORMUGAO PORT AUTHORITY, ENGINEERING CIVIL DEPARTMENT**

**Name of Work: APPOINTMENT OF TRANSACTION ADVISER AND FINANCIAL CONSULTANT FOR OUTSOURCING OF EXISTING PREMISES AND ALTERATION / CREATION OF NEW FACILITIES ON PPP MODE AT PORT OF MORMUGAO**

**Tender No: CE /16/2022**

**PRICE SCHEDULE**

(This BOQ template must not be modified / replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender.)

Sr No.	Description	Qty	Units	BASIC RATE	TOTAL AMOUNT	TOTAL AMOUNT In Words
				In Figures	Rs. P	
1	2	3	4	5	6	7
1	a) Running and Maintenance of Deepvihar Primary School (Class LKG to Class IV) at Headland Sada for a period of 30 years on PPP mode	1	LS			
	b) Outsourcing of New Mangalore Port English Medium school at Panambur, New Mangalore for imparting 1 <sup>st</sup> to X <sup>th</sup> Std. education for a period of 30 years on PPP mode	1	LS			
	<b>TOTAL: 1a + 1b</b>					
2	Operate and maintenance of existing 100 bedded hospital (developed in the area of about 34,000m <sup>2</sup> ) located at Port township, Headland Sada	1	LS			
3	Outsourcing of Old Hospital premises at Baina , Vasco- Da – Gama for hotel and hospitality industry for a period of 30 years.	1	LS			
4	Outsourcing of about 30,000 m <sup>2</sup> land at Bogda for development of ware house.	1	LS			

5	Outsourcing of about 20,000 m2 in the operation area for handling Cement/Edible oil/Other product on PPP mode for a period of 30 years.	1	LS			
6	Outsourcing of Commercial area at Port Institute, Vasco for creation of commercial complex on PPP mode for the period of 30 years	1	LS			
7	Outsourcing of Old Administrative building at Harbour for creating Hotel industries on PPP mode for the period of 30 years	1	LS			
8	Outsourcing of about 40,000 m2 of area for storage of cargo/ Container Freight Station at Baina	1	LS			
9	Outsourcing of 20,000 m2 commercial area at Dabolim for CNG/LNG/LPG or other cargo.	1	LS			
10	Outsourcing of 20,000 m2 paved area at Bogda for Container Freight Station/export oriented products.	1	LS			
<p>Note: 1. Price offer for each project assignment shall be inclusive of all taxes (Excluding GST which is reimbursable as per actuals), incidentals, overheads, traveling expenses, printing and binding of reports, presentation to the various Authorities in Goa, New Mangalore and Ministry at Delhi, during the execution assignment, all sundries etc. complete for execution of this assignment covering scope as stipulated in "Scope of work and Payment Terms".</p> <p>2. The above format is not to be filled while submitting the Technical Bid. This format is to be filled and submit only in the Financial Bid (Cover –II).</p> <p>3. Each Project will be evaluated separately based on QCBS System. The Port is at discretion to issue Letter of Award either for single or for multiple projects based on the Ports Planning/ requirements within a period of Three years . The selection of bidder is based on QCBS for each project taken separately. Bidder may note that lowest sum total of price quote for all projects is not the criteria to be adopted for selection , rather it will be on individual project basis</p>						

It is certified that I/ we have written the unit rates in figures and words.  
Name and Address of the Bidder

Signature of the Bidder

**FORM OF AGREEMENT DRAFT OF CONTRACT AGREEMENT**

This Agreement (hereinafter together with .....annexures attached hereto called the Agreement) made at Mormugao the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_2022 between BOARD OF MORMUGAO PORT AUTHORITY constituted under the Major Port Authorities Act, 2021 (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 Authority 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 OTHERPART.

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

AND WHERE AS 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 by the Board to the Consultant/s as hereinafter mentioned, the Consultants DO and each of them DOTH 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 hands 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 \_\_\_\_\_ (Designation of HOD) of the Board of Authority 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 MPA's letters)

SIGNED, SEALED AND DELIVERED

by the above named \_\_\_\_\_

Constituted Attorney

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

OR

SIGNED, SEALED AND  
DELIVERED

Signature of Consultant/s

by the above named \_\_\_\_\_

\_\_\_\_\_

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  
\_\_\_\_\_ 2022 \_\_\_\_\_ 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  
Authority of the Port of Mormugao in  
in the presence of \_\_\_\_\_

(Designation of HOD concerned)

\_\_\_\_\_

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

Secretary  
Mormugao Port Authority



(Not Applicable)

**MORMUGAO PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT**

**Tender No. CE/16/2022**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

***(To be submitted by the successful Bidder after issue of LOA)***

*(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing bank shall be from a Nationalized Bank having its branch in Vasco)*

KNOW ALL BY THESE PRESENT that (The name of Bank)\_\_\_\_\_

a banking corporation carrying on banking business including Guarantees at Mormugao 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 Mormugao Port Authority constituted under the Major Port Authorities Act, 2021 (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 TRANSACTION ADVISER AND FINANCIAL CONSULTANT FOR OUTSOURCING OF EXISTING PREMISES AND ALTERATION / CREATION OF NEW FACILITIES ON PPP MODE AT PORT OF MORMUGAO”**

(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 \_\_\_\_\_ 2022. AND WHEREAS it is one of the conditions of the accepted proposal that the (Name of the Consultant) M/s. \_\_\_\_\_ should inter alia furnish a guarantee of a Nationalized Bank having its branch in Vasco for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being 3% 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 DOTTH 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

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 forbearance indulgence by the Board to the M/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 upto \_\_\_\_\_ 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 withnamed \_\_\_\_\_

\_\_\_\_\_ through its duly constituted Attorney /s

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

**APPENDIX -VI**

**ELECTRONIC CLEARING SERVICE MANDATE FORM**

To:  
\_\_\_\_\_

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

(Name of Department) Mormugao Port Authority

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. MPA 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. along with 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 Authority responsible.

Date:

AUTHORISED SIGNATORY  
COMPANY SEAL AND  
STAMP

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

Bank's Stamp  
Date:

Signature of the Authorised

**APPENDIX VII**

**VENDOR REGISTRATION FORM**

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

***(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act and duly notarised by a notary public. The stamp paper to be in the name of the company who is issuing the Power of Attorney)***

Know all men by these presents, we, .....  
(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms.....  
son/daughter/ wife and presently residing at..... who is presently employed with us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Adviser and Financial Consultant for the project :Appointment of Transaction Adviser and Financial Consultant for the Outsourcing of existing premises and Alteration / Creation of new facilities on PPP mode at Port of Mormugao, proposed to be developed by the \*\*\*\*\* (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

..... IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL ..... HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY  
..... OF , 2022

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

NOTE: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**Tender No. CE/16/2022**

**Appointment of Transaction Adviser and Financial Consultant for the Outsourcing of existing premises and Alteration / Creation of new facilities on PPP mode at Port of Mormugao**

**DECLARATION FORM**

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

**Firm's Sign and Seal**

Place:

Date:

**(Not Applicable)**

**APPENDIX- X**

**MORMUGAO PORT AUTHORITY**



## CIVIL ENGINEERING DEPARTMENT

Tender No. CE/16/2022

### **FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT**

In consideration of the Board of Authority of Mormugao Port Authority (hereinafter called 'The Board') having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "The said Contractor(s)" for the work \_\_\_\_\_ (hereinafter called "The said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions contained in the said agreement

1. We, \_\_\_\_\_ (indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) on demand by the Board.
2. We, \_\_\_\_\_ Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under the bond shall be a valid discharge of our liability for payment there under, and the contractor (s) shall have no claim against us for making such payment.
4. We, the said Bank, further agree that the Guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged or till the Engineer-in-charge, on behalf of the Board certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s), and accordingly discharge this guarantee.
5. We \_\_\_\_\_ further agree with the Board that the Board shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractors(s) and to forbear or enforce any of the terms and conditions relating to the said

agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).
7. We \_\_\_\_\_ lastly undertake not to revoke the Guarantee except with the previous consent of the Board in writing.
8. This Guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged,

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for  
\_\_\_\_\_ Bank.