



An ISO 9001:2015 Certified
ISPS Code Compliant Port

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

SUBMISSIONS



An ISO 9001:2015 Certified
ISPS Code Compliant Port

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

1. UNDERTAKING BY THE TENDERER

To,
The Trustees of the PORT OF MORMUGAO,

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

The complete tender set i.e. First Cover and Second Cover uploaded separately WITHOUT any defacement, addition, alternation or interpolation. All such addition or alteration has been indicated separately in our tender covering letter with all the relevant Annexures and Proformas duly filled in.

I/We have submitted our tender alongwith Earnest Money Deposit separately enclosed in the Envelop. I/We have not indicated anywhere in the first cover the amount of our price bid.

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 such offer will not be evaluated and considered at all by you. Rate quoted by me/us in the schedule of quantities along with other submission will remain valid for the period of 120 days from the submission of the tender.

I/We hereby declare that, all information furnished by me/us with this tender is

true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that, my/our tender shall be summarily rejected without prejudice to the right of the Board of Trustees of PORT OF THE MORMUGAO to take further action into the matter.

Witness's : _____
Signature : _____
Name : _____
Designation : _____
Address : _____

Tel. No. : _____
Date : _____

Tenderer's : _____
Signature : _____
Name : _____
Designation : _____
Address : _____

Tel. No. : _____
Date : _____



An ISO 9001:2015 Certified
ISPS Code Compliant Port

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

2. FORM OF TENDER

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

I/We _____ do hereby offer to execute the work comprised in the annexed Tender Notice “**Extension of Railway Line No.8 at Mormugao Port, Goa**” in strict accordance with the Instructions to Tenderers, General Conditions of Contract (GCC), Specifications, etc. at the rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the work included in the Schedule of Quantities and Rates within **Three (3) months** from the date receipt of work order or date of release of site whichever is later. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port Mormugao. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/We agree that the Liquidated damages at the rate of 0.5% of the contract price per week or part thereof's delay in work subject to a maximum ceiling at 5% of the contract price represents a fair estimate of the loss likely to result from the delay.

3. I/We enclose herewith a sum of **Rs.1,10,000/- (Rupees Onelakh Tenthousand only) towards earnest money deposit** in the form of Demand draft as proof of my/our willingness to enter into the contract if my/our tender is accepted.

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

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

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

7. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and conditions of the said tender annexed hereto, so far as applicable or in default thereof to forfeit and pay the Board of Trustees and/or its assignees, the sum of money mentioned in the said conditions and to execute and agreement in the prescribed form with the Mormugao Port Trust within 30 days of the award of the contract, or in default thereof, to forfeit the Earnest Money deposited by me/us. Unless and until, a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.

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

9. A sum of **Rs.1,10,000/- (Rupees One lakh ten thousand only)** has been deposited by me/us with the Financial Adviser and Chief Accounts Officer of Mormugao Port Trust as Earnest Money, the full value of which is to be absolutely forfeited to the Board of Trustees without prejudice to any other rights or remedies of the said Board, should I/we fail to commence the work specified in the above mentioned memorandum, otherwise the said sum of **Rs.1,10,000/-** shall be detained by the Port Trust as a part of the Security Deposit as aforesaid.

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

11. I/we further agree that if I/we withdraw the tender before the expiration of this period of six months, or fail to execute an agreement in the form aforesaid within 30 days from the date of award of contract, the Earnest Money deposited shall be forfeited to the Board.

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

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

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

- a) Organisation Chart.
- b) List of similar works carried out by me/us.
- c) Bar Chart.
- d) List and description of main plant and equipments proposed to be used on this work and Proforma 1 to 6.

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

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

Name : _____

Age _____ Years

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

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

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

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

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

17. The name and address of our Banker is ** _____

18. My/our permanent Income Tax Accountant No. is _____.

Witness's

Tenderer's

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Tel. No. _____

Tel No. _____

Hand Phone (Mobile) No. _____

Date _____

Date _____

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

Here the Name of the Bank should be stated.

NAME AND ADDRESS OF TENDERER:-

SIGNATURE OF TENDERER

Witness: - _____

Date: _____ Day of _____ 2018

Witness: - _____

Witness: - _____



An ISO 9001:2015 Certified
ISPS Code Compliant Port

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

TENDER No. CE/24/2018

3. APPENDIX- I

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

APPENDIX TO THE TENDER NOTICE - I

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

Sr. No.	Particulars	Clause of G. C. C.	
1.	Amount of initial security and time	11(1)	Five percent of the contract price and 19 months.
2.	Period for commencement from the Chief Engineer's orders to commence.	38	15 days
3.	Period of Completion	40	3 (Three) months
4.	Amount of liquidated damages.	43	Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.
5.	Free maintenance period.	45(1)	One Year
6.	Percentage of retention from each running account bill	54(1)	10%.
7.	Limit of Retention Money	54(1)	5% of value of the contract.
8.	Total initial Security Deposit and Retention Money.	11(1) 54(1)	10% of value of the contract.
9.	Minimum amount of interim Certificate.	54(1)	Rs. 30,00,000/-.
10.	Time within which payment to be made after contractor's submission of the bill based on	54(1)	100 % within 15 working days

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

Dated this ----- day of ----- 2018

Signature ----- in the capacity of _____

----- duly authorised to sign tender for and

on behalf of -----.

(IN BLOCK LETTERS)

ADDRESS : -----

Witness : _____

Occupation : _____



4. APPENDIX- II

MORMUGAO PORT TRUST ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

MATERIALS TO BE SUPPLIED BY THE DEPARTMENT FOR THE WORK

Sr. No.	Description of materials	Approx. qty. to be supplied	Unit	Rate in Figures/Words	Place of Delivery
1.	Water	--	Cubic Metre	Rs.40/m ³ (Rupees Forty only)	Ref. Clause No.9.19 of Special Conditions – Vol.I
2.	Electric Power	----	KWH	Electric supply as per the relevant rate applicable and supply point will be indicated by the CME's Department.	Ref.Clause No.9.20 of Special Conditions – Vol.I
3.	Harbour Entry Permit (HEP)	--	--	As applicable	To be Collected from Traffic Department

SIGNATURE OF THE TENDERER



5. APPENDIX- III

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
TENDER No. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

ESTATE RENTAL CHARGES

Sr. No.	Description	<u>Rate*</u> Rs.	Remarks
1.	Licence fees on Port land for maintenance office buildings and other structures.	Rate will be charged as per scale of rates prevailing during period of contract.	Payment shall be made in advance to CDC Section, Finance Dept.

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

* Rate per 10 sq. m. or part thereof per calendar month or part thereof.

SIGNATURE OF THE TENDERER



An ISO 9001:2015 Certified
ISPS Code Compliant Port

6. PROFORMA 1

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

TENDER No. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

**AVERAGE ANNUAL TURN OVER CARRIED OUT AS PRINCIPAL CONTRACTOR
DURING EACH OF LAST THREE YEARS ENDING 31ST MARCH 2017.**

(Ref : 1.2A of the Tender Notice)

(Rs. in lakhs)

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

A) Make separate statement for each of the three years

B) Use continuation sheet for each year if required

NAME, SIGNATURE & SEAL OF
CHARTERED ACCOUNTANT

NAME, SIGNATURE
& SEAL OF TENDERER :

TELEPHONE NO. :

DATE :

DATE :



An ISO 9001:2015 Certified
ISPS Code Compliant Port

7. PROFORMA 2

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

TENDER No. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

METHOD STATEMENT

(The tenderer shall submit Method Statement i.e. a write up with full technical particulars and explanatory drawings indicating the method of construction as required under Clause No.1.2.2 of eligibility criteria stipulated in TenderNotice).



An ISO 9001:2015 Certified
ISPS Code Compliant Port

8. PROFORMA 3

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

**LIST OF MAJOR TOOLS, PLANT AND MACHINERY, SURVEY EQUIPMENTS,
TESTING APPARATUS IN WORKING CONDITION AND
OWNED BY THE TENDERER
(USE CONTINUATION SHEET IF REQUIRED)**

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

CERTIFIED THAT THE ABOVE
INFORMATION IS TRUE AND CORRECT

NAME, SIGNATURE
& SEAL OF TENDERER :
DATE :



10. PROFORMA 5

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDERNo. **CE/24/2018**

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

QUALIFICATION AND EXPERIENCE OF LEADING EMPLOYEES OF THE FIRM
(USE CONTINUATION SHEET IF REQUIRED)

SR. NO.	NAME OF PERSON	AGE	PROFESSIONAL EXPERIENCE DETAILS	POSITION HELD IN THE FIRM	SINCE WHEN
		QUALIFICATION			
1	2	3	4	5	6

NAME, SIGNATURE
& SEAL OF TENDERER :

DATE :



11. PROFORMA 6

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDERNo. **CE/24/2018**

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

EXPERIENCE TO WORK IN TRAFFIC BLOCK CONDITIONS
(USE CONTINUATION SHEET IF REQERUIRED)

Sr. No.	Name of the Work	Client	Details, Period, etc.	Documentary Evidence if any

NAME, SIGNATURE
& SEAL OF TENDERER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDERNo. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

12. 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 _____ 2018, between, on one hand, the Board of Trustees of Mormugao Port Trust acting through Shri. _____, (Designation of the Officer), Mormugao Port Trust (hereinafter called the 'EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri. _____, Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'EMPLOYER' has invited bids for the project of “**Extension of Railway Line No.8 at Mormugao Port, Goa**” (hereinafter referred to as the “**Project**”) 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 Trust.

NOW, THEREFORE,

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

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

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

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

Commitments of the '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.

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 intendsto 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 ____ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'EMPLOYER' through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the 'EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'EMPLOYER' shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of _____ months or 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 Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

SHRI AJIT RAIZAD, Retd. IAS

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.

5. 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 upto 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.

13. The parties hereby sign this Integrity Pact at _____ on _____

EMPLOYER

BIDDER.

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

1. _____

2. _____

Witness

1. _____

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.



An ISO 9001:2015 Certified
ISPS Code Compliant Port

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDERNo. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

13. CHECK LIST FOR SUBMISSION OF TENDER

Sr. No.	Particulars	Yes	No
1	Have you purchased / downloaded the tender document from internet for submission by your firm?		
2	Have you submitted cost of tender document in the form of DD or cash receipt, in case you have downloaded from internet?		
3	Have you submitted the tender in the Mormugao Port Trust's Form?		
4	Have you furnished full postal address, telephone number/Fax number, email?		
5	Have you kept your offer valid for 180 days as specified?		
6	Have you attended Pre-Bid meeting?		
7	Have you downloaded Pre-bid clarifications from Port web site?		
8	Have you submitted Demand Draft pertaining to Earnest Money? i. DD No. ____ dated drawn on bank _____ payable at _----- amounting to Rs.16,46,800/-		
9	Have you submitted documents pertaining to status/ contribution of the firm, partnership deed and power of attorney?		
10	Have you submitted Audited Statement of Accounts for last three (3) years ending 31.03.2015?		
11	Have you submitted Copy of current Income Tax Return Acknowledgment?		
12	Have you submitted document in support of the Technical System Qualifying Criteria (Eligibility Criteria)?		

Sr. No.	Particulars	Yes	No
13	Have you submitted list of works in progress along with copy of work orders?		
14	Have you submitted Bar Chart/CPM chart?		
15	Have you submitted Performa 1 to 6?		
16	Have you submitted tender as Joint Venture with other Party?		
17	Have you submitted signed copy of Integrity Pact and enclosed in Technical Bid (Cover No.1)?		
18	Have you submitted EPF Number issued by Provident Fund Department?		
19	Have you submitted ESI Number issued by Employees State Insurance Department?		
20	Have you submitted Permanent Account Number issued by Income Tax Department?		
21	Have you Signed and seal on every page of tender document submitted?		
22	Have you attested all the corrections?		
23	Have you signed and filled details in Vendor Registration Form		
24	Have you submitted Price Bid in separate Cover?		

NOTE:

The above Checklist is not exhaustive. The tenderer must go through carefully the entire Booklet and submit the tender compliance of all the conditions/provisions instructions mentioned therein irrespective of the fact that they have been highlighted in the Check list or not.

Signature _____

Name of the Tenderer

Seal:

Date:



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDERNo. CE/24/2018

Name of Work: Extension of Railway Line No.8 at Mormugao Port, Goa.

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. Goods Services Tax Registration Number : _____
:

- 14. Employee Provident Fund (EPF) :
Registration Number _____
- 15. Employee State Insurance Scheme :
(ESIC) Registration Number

- 18. IFSC Code : _____

Initials of Signatory of Tender