

**MORMUGAO PORT TRUST  
MARINE DEPARTMENT  
HEADLAND SADA GOA 403804**

**e-TENDER No. DC/EST-IV(25)/FIREMAN/2018/1**



ISO 9001 : 2015  
ISPS Compliant Port

**JULY, 2018**

**E-TENDERING**

**TENDER DOCUMENT FOR**

**“SUPPLY OF MANPOWER SERVICES IN THE CADRE OF FIRE MAN FOR  
ATTENDING DUTY IN MORMUGAO PORT TRUST FIRE SERVICE / OIL SPILL  
SERVICE ON PURELY CONTRACT BASIS”**

**DEPUTY CONSERVATOR  
MORMUGAO PORT TRUST  
GOA -403804**

Phone No. 0832 -2521150, 2594801

Fax No. 0832-2521155

Email: [dc@mptgoa.com](mailto:dc@mptgoa.com)

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

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## 1. TENDER NOTICE



**MORMUGAO PORT TRUST  
SERVING THE NATION SINCE 1885**

**MARINE DEPARTMENT**  
[www.mptgoa.com](http://www.mptgoa.com)

**e- PORTAL NOTICE INVITING ONLINE TENDER**

**e-TENDER No. DC/EST-IV(25)/FIREMAN/2018/1**

e – tender for **“SUPPLY OF MANPOWER SERVICES IN THE CADRE OF FIRE MAN FOR ATTENDING DUTY IN MORMUGAO PORT TRUST FIRE SERVICE / OIL SPILL SERVICE ON PURELY CONTRACT BASIS”**

Closing Date: 16.08.2018 at 15.00 hrs.

Tender Opening Date: 17.08.2018 at 15.30 hrs.

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

DEPUTY CONSERVATOR

**MORMUGAO PORT TRUST  
MARINE DEPARTMENT**

**1.1. NOTICE INVITING ONLINE TENDERS (NIOT)**

Details about tender:

Tender inviting	DEPUTY CONSERVATOR, MORMUGAO PORT TRUST	
e - Tender No.	<b>DC/EST-IV(25)/FIREMAN/2018 /1</b>	
Name of Work	<b>SUPPLY OF MANPOWER SERVICES IN THE CADRE OF FIRE MAN FOR ATTENDING DUTY IN MORMUGAO PORT TRUST FIRE SERVICE / OIL SPILL SERVICE ON PURELY CONTRACT BASIS”</b>	
Estimated Cost	Rs. 28.50 Lakhs (exclusive of GST)	
Bidding Type	Open (e-tender mode only)	
Bid Call (Nos.)	One	
Tender Currency Type	Single	
Tender Currency Settings	Indian Rupee (INR)	
Tender Cost	<b>Rs.1,180/- (Inclusive of 18% GST) (Non-refundable)</b>	<b>Mode of Payment: e-payment</b>
EMD Cost	<b>Rs. 57,000/-</b> ( in the form of BG/DD or e-payment )	
Annual registration fees with NIC	Nil	
Payment of Tender Fee & EMD	<p>The Tender fee shall be paid in e-payment mode only, before the due date and time of the tender.</p> <p>Mode of Payment towards Tender Cost :</p> <ol style="list-style-type: none"> <li>i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS). Tenderer requires download pre-printed Challan towards credit of MPT available on e-tender website and make its payment through any of their Bank.</li> <li>ii. Internet Payment Gateway (Debit/ Credit Card of type VISA, MASTERCARD or RuPay.</li> <li>iii. Net Banking: Payment can be made through the Internet Banking of Any Bank.</li> </ol> <p>Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment .</p>	
Security Deposit & Time	10 % of the contract value and validity for period of one year with additional claim period of six months.	
EMD	EMD in the form of Bank Guarantee shall be submitted alongwith Confirmation letter of Bank before opening of the bid on 16.08.2018 at 15.00 hrs in the office of the Dy. Conservator, as well be uploaded online alongwith bid documents. B.G. should be Valid for 90 days.	

	If the tender documents are submitted without EMD, the tender will be rejected. Exemption from payment of EMD is not allowed to any firm such as Public sector units & other Govt. units etc. However, the firms who have registered under NSIC are granted exemption from the payment of EMD and these firms have to furnish the cost of tender document. This will be accepted only if the necessary documentary evidence for registering in NSIC is enclosed.
Contract Period	12 Months (One Year)
Qualifying Criteria :	<p><b>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</b></p> <p>i) The <b>Average Annual Financial Turnover</b> during the last Three (3) years ending 31<sup>st</sup> March 2018 should be at <b>least Rs 8.55 Lakhs</b>. Auditors report in original certified by CA, for the years 2015-16, 2016-17 and 2017-18 including relevant P/L a/c and balance sheet shall be submitted.</p> <p>ii) The Tenderer should have experience in 'Similar Works during last 7 years ending <b>31<sup>st</sup> June 2018</b> should be either of the following:-</p> <p>a) <b>One</b> similar completed work of contract value not less than <b>Rs.22.50 Lakhs</b></p> <p style="text-align: center;"><b>(or)</b></p> <p>b) <b>Two</b> similar completed works each of contract value not less than <b>Rs 14.25 Lakhs</b></p> <p style="text-align: center;"><b>(or)</b></p> <p>c) <b>Three</b> similar completed works each of contract value not less than <b>Rs.11.40 Lakhs</b>.</p> <p>“<b>Similar works</b>” shall mean “providing manpower supply with or without /fire tenders / extinguishers for attending firefighting and rescue operations”.</p> <p><b>PI Note:</b> The Tenderers shall enclose the work order copies for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done, etc.</p>
Last Date & Time for Receipt of Bids	<b>16.08.2018 @ 1500 Hrs.</b>
Pre bid meeting date and venue	<b>01.08.2018 at 11.00 hrs in the Conference room of the Deputy Conservator.</b> Necessary Corrigendum/ Addendum will be made based on Pre-bid meeting /subsequently observed and published in Port Website and this shall be a part of Tender Document.
Bid Opening Date	Techno-commercial Bid (Cover-I) will be opened on <b>17.08.2018 @ 1530 hrs</b> . Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.
Bid Validity	120 days from the last date fixed for receiving the tender.
Online Documents required to be submitted by scanning and hard copy to be submitted along with B.G.	a. Copy of documents viz. B.G. for EMD. Work Order, Completion certificate with performance, Financial Turnover, Auditor's report, Balance sheet, P/L account statement etc. Financial Turnover Certificate as at Appendix-II and any other documents mentioned in Annexure.

Address for communication:	Deputy Conservator, Office of Deputy Conservator, Marine Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.
Contact Details	For Tender related queries --- Phone :0832 – 2594801 Email : dc@mptgoa.com  For e-Tendering help contact: The Help Desk will be your first point of contact at NIC. Telephone: For any queries, please call 24 x 7 Helpdesk No.: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787  Email: Kindly send your Technical queries to cppp-nic@nic.in  Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue with the Contact details. For any issues/ clarifications relating to the tender kindly contact Email: etender@mptgoa.com
Website	<a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>

### **Format and Signing of Bid**

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

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

## **1.2. INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

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

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

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

### **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

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

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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

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

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

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



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

**ASSISTANCE TO BIDDERS**

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

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

**MORMUGAO PORT TRUST**  
**MARINE DEPARTMENT**

e-TENDER No. DC/EST-IV(25)/FIREMAN/2018/1

**TENDER FOR SUPPLY OF MANPOWER SERVICES IN THE CADRE OF  
FIRE MAN FOR ATTENDING DUTY IN MORMUGAO PORT TRUST FIRE  
SERVICE / OIL SPILL SERVICE ON PURELY CONTRACT BASIS**

**1.3.ELECTRONIC PAYMENT SYSTEM MANDATE FORM**

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

Name of the Beneficiary	MORMUGAO PORT TRUST 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
	MPT GENERAL ACCOUNT
Beneficiary E-mail ID	<a href="mailto:cashmpt@mptgoa.com">cashmpt@mptgoa.com</a>

## **2. INSTRUCTION TO TENDERERS**

**2.1.** **GENERAL:** On behalf of the Board of Trustees of the Mormugao Port Trust, the Deputy Conservator, Mormugao Port Trust invites e-tenders for “SUPPLY OF MANPOWER SERVICES IN THE CADRE OF FIRE MAN FOR ATTENDING DUTY IN MOPT FIRE SERVICE / OIL SPILL SERVICES ON CONTRACT BASIS”

**2.2.** **DOWNLOADING OF TENDER FROM MOPT ON LINE E-TENDERING WEBSITE:**  
The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**2.3.** **THE FOLLOWING SCANNED COPY DOCUMENTS TO BE UPLOADED WHILE SUBMITTING TENDER:**

**2.3.1.** **Cover-1:**

**2.3.1.1.** The scanned copy of RTGS / e-payment details for Earnest Money Deposit and cost of Tender document to be uploaded.

**2.3.1.2.** Scanned copy of original tender document duly signed in all pages issued by the Port duly filled in all the blank space to be signed on each page with their official stamp.

**2.3.1.3.** Scanned copy of Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed under clause 2.6 Minimum Eligibility Criteria for Pre-Qualification.

**2.3.1.4.** Scanned Copy of Income Tax Permanent Account number card for assessing the income tax.

**2.3.1.5.** Scanned Copy of Certificate of the Audited Financial Statements for the above three years as per ANNEXURE- V to be uploaded.

**2.3.1.6.** The scanned copy of GST Registration No. along with copy of certificate for GST registration and GSTIN No. to be uploaded.

**2.3.1.7.** Scanned copy of ESI & EPF registration certificates.

**2.3.1.8.** An undertaking to the effect that no change has been made in Tender document issued.

**2.3.2.** **Cover-2:**

The Schedule of Prices to be indicated in the respective columns shown in the e-Tendering Website.

2.3.3. Administrative charges to be indicated by the tenderer in percentage for Supply of 15 nos. of Manpower Services in the Cadre of Fire man for attending duty in MOPT Fire Service / Oil spill service on Contract Basis.

**Note:** Bench Mark for Administrative charges have been fixed @ Minimum 4% to Maximum 10% of the value of Manpower rate. Hence, tenderers have to quote Administrative charges within the above range. If any tenderer has quoted less than 4 % or more than 10% towards the administrative charges, tenders of such tenderers will be rejected. Tenderers have to quote GST in percentage in the price bid.

2.4. THE FOLLOWING DOCUMENTS TO BE SUBMITTED ONLINE: (However uploaded documents in website only will be considered for evaluation)

2.4.1. **Cover-1:**

2.4.1.1. The tenderer have to enclose RTGS payment Details for Earnest Money Deposit and Cost of Tender document. The original tender document duly signed in all pages issued by the Port duly filled in all the blank space to be signed on each page with their official stamp. The above document shall be enclosed in the first cover which shall be sealed and superscribed, –SUPPLY OF MANPOWER SERVICES IN THE CADRE OF FIRE MAN FOR ATTENDING DUTY IN MOPT FIRE SERVICE / OIL SPILL SERVICE ON CONTRACT BASIS- Cover -1, and bear on the bottom left corner, the name and full address of the tenderer with his official stamp. The tenderer should ensure that the Schedule of price is not enclosed in Cover-1.

2.4.1.2. Copy of Particulars with regard to experience (work order with detailed BOQ, TDS certificate and satisfactory completion/ performance certificate with value of work done) as detailed under clause 2.6 Minimum Eligibility Criteria for Pre-Qualification.

2.4.1.3. Copy of Income Tax Permanent Account number card for assessing the income tax.

2.4.1.4. Certificate of the Audited Financial Statements for the above three years as per ANNEXURE- V to be uploaded.

2.4.1.5. Copy of GST Registration No. along with copy of certificate for GST registration and GSTIN No. to be uploaded.

2.4.1.6. ESI & EPF registration certificates.

2.4.1.7. An undertaking to the effect that no change has been made in Tender document issued.

2.4.2. **Cover-2 :**

The price schedule / price bid shall be filled online only. The price bid shall contain only prices in the format given and no condition whatsoever. Any condition given in the price bid shall be sufficient cause for rejection of bid. ***In case specimen price bid BOQ submitted with Cover-1 should unfilled only.***

## 2.5. OPENING AND EVALUATION:

2.5.1. Cover -1 will be opened by e-tendering procedure on the scheduled date and time i.e. on **17.08.2018** at **15.30 hrs.** in the presence of such tenderers who wish to be present at the time of opening.

2.5.2. After opening the Cover No.1, Tenders containing the RTGS payment details for Earnest Money Deposit, Cost of Tender document, GST No., PAN No.etc and fulfilling other particulars related to pre-qualification criteria will be shortlisted as the pre qualified tenderer.

2.5.3. The cover-2 submitted by the pre-qualified tenderers alone will be opened by e-tendering procedure on a subsequent date. The decision of the Port Trust in pre-qualifying the eligible tenders will be final.

2.5.4. The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached from the tender documents.

2.5.5. The Mormugao Port Trust shall have no liability to the tenderer in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

## 2.6. MINIMUM CRITERIA FOR PRE-QUALIFICATION:

2.6.1. FINANCIAL STATUS: Average annual turnover of the tenderer during last three financial years. (2015-16,2016-17 and 2017-18) shall be at least **Rs.8.55 lakhs (30% of the estimated value of Rs.28.50 Lakhs)** (Please attach copies of the Audited Profit & Loss A/c and balance sheet along with Auditors Report duly notarized) Note: For these criteria, the tenderer may fill up Form as per ANNEXURE -V

2.6.2. EXPERIENCE: The tenderer shall have successfully completed the similar work during last seven years up to the proceeding completed month of the tender as given below. (Please attach copies of the work orders with detailed BOQ, TDS certificate and completion certificate)

a) **One** similar completed work of contract value not less than **Rs.22.50 Lakhs**  
(or)

b) **Two** similar completed works each of contract value not less than **Rs 14.25 Lakhs**

(or)

c) **Three** similar completed works each of contract value not less than **Rs.11.40 Lakhs.**

### **Note:**

1. For these criteria, the Tenderer may fill up Form as per ANNEXURE-VI.
2. The tender which does not satisfy the pre-qualification criteria as mentioned above shall summarily be rejected and shall not be considered for further evaluation.

3. **Similar works means** “providing manpower supply with or without/Fire Tenders/Extinguishers for attending Fire Fighting and rescue operations.

The tender which does not satisfy the pre-qualification criteria as mentioned above shall summarily be rejected and shall not be considered for further evaluation.

**2.7. EARNEST MONEY DEPOSIT:**

The Earnest Money deposited by the unsuccessful tenderers will be refunded within fifteen days of deciding L1 without interest. The Earnest Money deposited by the successful tenderer will be refunded on submission of performance security @10 % to the board and after signing of agreement, the EMD submitted along with tender will be refunded. No interest will be allowed on the EMD.

**2.8. PERFORMANCE SECURITY:**

The contractor shall deposit an amount equal to 10 % of the accepted tender value as Performance Security in the form of DD or irrevocable Bank Guarantee obtained from the Nationalised / Scheduled commercial bank having net worth of above Rs.100 crores having its branch at Vasco-da- Gama and payable at Vasco-da- Gama in the form as per specimen in the Schedule( Annexure - III ).A letter from the Bank shall also be sent along with the Bank guarantee directly to the Employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However, the Deputy Conservator may relax the time limit of 15 days and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the performance Security is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the Earnest Money Deposit will be forfeited. The performance security will remain in force throughout the period of contract and will be refunded on satisfactory completion of works. The contractor shall furnish the BG towards performance security by the issuing bank directly to the port. This amount will not bear any interest.

**2.9. COMENCEMENT OF CONTRACT:**

The supply of manpower should be made within a 30 days from the date of issue of work order or the period agreed upon by the Port.

The contractor should also carry out the supply of manpower and works for the extended period also if any.

**2.10. PERIOD OF CONTRACT:**

Period of Contract for the *Tender for "SUPPLY OF MANPOWER SERVICES IN THE CADRE OF FIRE MAN FOR ATTENDING DUTY IN MOPT FIRE SERVICE / OIL SPILL SERVICE ON CONTRACT BASIS"* is for *a period of one year* and the same may be extended by further one year period at the same rates, terms & conditions or the periods decided by Competent Authority as the case may be.

**2.11. RATES TO BE FIGURES AND WORDS:**

The tenderer shall quote the rate in Indian Rupees and in English, in figures as well as in words, the rates tendered by him in the concerned pro-forma of the tender and in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the tender form and duly signed by the tenderer and uploaded in the E-tender website" In case of any discrepancy between figures and written words, the rates in words shall be taken as the quoted price.

**2.12. CORRECTION/VARIATION:**

**2.12.1.** All corrections and alterations in the entries of the tender documents shall be attested with full signature of the tenderer with date. No erasures or over-writings are permissible.

**2.12.2.** The tenderers should not upload any revised or amended offers after the opening of the tender. No such document will be entertained. The Board also do not accept offers with the price variation clause.

**2.12.3.** The prices and amounts entered in the schedule of price shall represent the tenderers offer for the work generally in accordance with work specifications and purpose given in this tender.

**2.12.4.** Deviation: Tender should be completed in all respects for taking a decision immediately on opening of the tender. In the absence of tenderers disagreement to any particulars clause, it will be construed that they are agreeable to such ports conditions where they have not expressly deviated.

**2.13. SIGNING OF TENDER:**

The Tenderer must be an Indian Registered firm (Furnish copy of Registration Certificate). The tender shall be submitted by an individual or by a Registered Partnership firm or Joint Venture or by a Limited Company. In case single entity then the name and address of the tenderer shall be entered in the space provided in "Annexure -V".

The following documents (attested copies) to be furnished by the tenderer for status of the firm / company/ Joint Venture as per Appendix -I.

(i) For Proprietary firm :-

Shop & establishment License, Sales Tax License, Income Tax PAN No./ Copy of Returns, Identification of the Proprietor.

(ii) For Partnership Firm :-

Partnership Deed, Income Tax PAN No./ Income Tax Returns, Partners authorisation to sign the documents (Power of Attorney).

(iii) For Pvt. Ltd / Public Ltd. Co. :-

Article/Memorandum of Association Certification of Incorporation, PAN No., Resolution of Co. to authorize Person to enter the Agreement or Power of Attorney. Tenderer should submit the details of contracts executed in accordance with Schedule, with copy of the agreement / work orders, etc., in support of the contracts, having been executed.

(iv) In case of JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION.

In case the tender is submitted in joint venture/consortium, the Bidder shall submit the following confirmation along with their offer submitted for this tender.

a) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.

b) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.

c) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.

d) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as APPENDIX- II.

e) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.

f) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.

g) Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.

h) The purchaser of the tender document must be a lead member of the consortium submitting the tender.

i) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.

j) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of one year from the date of commencement of the said contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.



**FURTHER CONDITIONS FOR JV/CONSORTIUM:**

Intending tenderer(s), as Consortium, is eligible to participate in the tender. The term „Tenderer“ used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

(a). The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a Conflict of Interest shall be disqualified. A Tenderer shall be deemed to have a Conflict of Interest affecting the Tendering Process, if:

(i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb). (i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; OR

(ii) A constituent of such Tenderer is also a constituent of another Tenderer; OR

(iii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; OR

(iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; OR

(v) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Tender of either or each other.

(b). A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of MoPT in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender.

Explanation: In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.

Note:

Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LOI, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.

In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender. The Tenderer(s) shall have valid documents as listed in various clauses of this tender document and submit the same in the manner as stipulated.

Technical & Financial Capability.

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at MEC.

Assessment of eligibility:

In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of one year from the date of commencement of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV. The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.

Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever. The Tenderer shall submit a Power of Attorney as per format given at APPENDIX-III, authorizing the signatory of the Tenderer to submit the tender.

Where the "Successful Tenderer" is a "Consortium", it shall be required to form an appropriate "Special Purpose Vehicle" or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:

a. Members of the Consortium shall nominate one member as the "Lead Member" who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at APPENDIX -IV, signed by all the other members of the Consortium;

b. The Tender shall contain the information required for each member of the Consortium as per APPENDIX-XVIII. The maximum number of members in the consortium / joint venture shall not be more than two (2).

c. The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical obligations, as per Appendix-V.

d. An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;

e. Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at APPENDIX-VI, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:

(i) Convey the intent to form an SPV with shareholding / ownership equity commitment (s) in accordance with this tender, which would enter into the Contract Agreement and subsequently perform all the obligations of Mormugao Port Trust (MoPT) in terms of the said agreement, in case the Contract is awarded to the Consortium;

(ii) Clearly outline the proposed roles and responsibilities, if any, of each member;

Commit the minimum equity stake to be held by each member;

(iii) Commit the minimum equity stake to be held by each member;

(iv) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of Seven years from the date of commencement of work for the said contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;

(v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of one year from the date of commencement of the contract and

(vi) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of MoPT in relation to the contract throughout the contract period.

f. Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of MoPT. The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per APPENDIX-VII.

A Tenderer including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Tenderer, Consortium Member or Associate as per APPENDIX-VII.

In computing the Technical Capability and Financial Capacity of the Tenderer / Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

Note: For purposes of this Tender, „Associate“ means, in relation to the Tenderer/Consortium Member, a person who controls, is controlled by, or is under the common control with such Tenderer/Consortium Member. As used in this definition, the expression „control“ means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

#### Change in composition of the Consortium

Change in the composition of a Consortium shall not be permitted by MoPT either during the Techno-commercial Evaluation Stage [i.e., from the date of issuance of Tender up to the date of notification of the techno-commercially valid tenders] or during the Price-Evaluation Stage [i.e., from the date of notification of the techno-commercially valid tenders up to the date of placement of Letter of Intent (LOI) or Letter of Acceptance (LOA)]. The same may be permitted only after placement of LOI where:

- a. The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by MoPT.
- b. The Lead Member continues to be the Lead Member of the Consortium;
- c. (i). In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfil the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.
- d. The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Tenderer/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

Approval for change in the composition of a Consortium shall be at the sole discretion of MoPT and must be approved by MoPT in writing. MoPT reserves the right to reject any tender if:

- a. At any time, a material misrepresentation is made or uncovered, OR
- b. The Tenderer does not provide, within the time specified by MoPT, the supplemental information sought by MoPT for evaluation of the Tenderer.

Note: If the Tenderer is a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the tenders have been opened and the Lowest Tenderer gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of MoPT, including annulment of the Tendering Process. If any Tenderer, after downloading the tender document, makes any modification / alteration in the Tender Document, the tender submitted by the said Tenderer will be rejected outright.

#### 2.14.     **WITNESS:**

Witness shall be persons of status and property and their names, occupations and addresses shall be furnished below their signatures.

**2.15. ALL PAGES TO BE SIGNED:**

All signatures in the tender documents shall be dated. All pages of all section of the original tender documents shall be signed with date and seal at the lower right hand corner and also signed wherever required in the tender document by the tenderers or by a person holding power of attorney to sign on behalf of the tenderer before submission of the tender.

**2.16. RIGHT OF THE BOARD TO ACCEPT OR REJECT THE TENDER:**

The Board does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderers will result in their tender being rejected.

**2.17. TRANSFER OF TENDER DOCUMENTS:**

Transfer of tender documents downloaded by one intending tenderer to another is not permissible.

**2.18. INCOME TAX:** Payment of income tax: Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the Income Tax authority concerned and obtained from him a certificate authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified there in unless it is cancelled by the Income Tax authority earlier. The contractor shall furnish PAN details.

**2.19. GST:** The GST shall be paid by the Port at the rates applicable from time to time on submission of bills/ invoices as prescribed under GST rules mentioning the full details regarding Name, Address, GST Registration

Number of the tenderer along with the description, classification and value of taxable services and GST payable thereon.

**2.19.1.** As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply (where supply involves movement) and on or before the time when delivery is received by the recipient (where movement of goods is not involved)

**2.19.2.** The law has laid down conditions to avail GST input tax credit on supply of goods or services. All of the following conditions need to be satisfied to avail GST Input Credit:

**2.19.2.1.** The dealer should be in possession of Tax Invoice / Debit or Credit Note/ Supplementary Invoice issued by a supplier registered under GST Act.

**2.19.2.2.** The said goods / services have been received

2.19.2.3. Returns (GSTR-3) have been filled.

2.19.2.4. The tax charged has been paid to the Government by the supplier.

2.19.3. As a service provider, contractors / professionals etc. shall issue the invoice within 60 days to the port from the date of providing service. If the invoice is not issued within the time limit, then penalty and / or interest shall be applicable. If any of the contractors / professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with Interest and penalty as applicable under the GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid/ payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security / security deposit.

2.19.4. Similarly the claim of GST at a later stage i.e. in the next Financial Year shall not be admitted by Port as time limit has been fixed for availing tax credit.

2.19.5. For any correction in Invoice claimed, it shall be through Debit note / Credit note / Supplementary invoice only, as all the invoices are to be uploaded in the GSTN Portal.

## 2.20. **ADDENDA / CORRIGENDA:**

Addenda/Corrigenda to the tender documents will be issued by the Deputy Conservator, MOPT prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions.

Such addendum / corrigendum will be distributed to each firm or person who had purchased the tender documents. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the Board are liable to be rejected.

## 2.21. **COLLECTION OF DATA - TENDERER'S RESPONSIBILITY:**

The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of ignorance or difficulties in the execution of the work. Before submitting the tender, the tenderer shall be deemed to have clearly understood and satisfy himself regarding the work and services, all conditions liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services.

The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, transport, insurance fees, increase in cost due to government and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract and contract period.

## 2.22. **AMBIGUITY:**

Should there be any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Deputy Conservator, Mormugao Port Trust in writing, whose interpretation shall be final and binding.

**2.23. SIGNING THE CONTRACT:**

The successful tenderer shall be required to execute an agreement in the pro-forma prescribed by the Mormugao Port trust (draft enclosed in the document) on Goa Government State stamp paper of the required value within 15 days from the date of issue of the notice of acceptance of the tender. In the event of failure on the part of the successful tenderer to execute the agreement within the above stipulated period, or the period agreed by the Port, the Earnest Money or performance security deposited by him will be forfeited and apart from that the Board being in such circumstances entitled to treat the successful tenderer as in breach of contract and proceed accordingly.

**2.24. JURISDICTION:**

The award of contract for the work “SUPPLY OF MANPOWER SERVICES IN THE CADRE OF FIRE MAN FOR ATTENDING DUTY IN MOPT FIRE SERVICE /OIL SPILL SERVICE ON CONTRACT BASIS” is subject to the legal jurisdiction of the Vasco-da-Gama, Goa regarding any matters concerning the contract.

**2.25. DETERMINATION OF RESPONSIVENESS:**

The tender which does not satisfy the pre-qualification criteria as mentioned in the tender shall summarily be rejected and shall not be considered for further evaluation. Port will scrutinize tenders to determine whether the tender is substantially responsive to the requirements of the tender document. For the purpose of this clause a substantially responsive tender is one which inter- alia confirms to all the terms and conditions, general conditions of the entire tender documents without any deviation. In case any deviation clause is included in the tender, the same shall be submitted along with Cover-I document for scrutiny. The decision of this Port shall be final in this regard.

**2.26. INSTRUCTIONS TO TENDERERS TO FORM PART OF THE CONTRACT:**

All these instructions conditions, special conditions, if any, work specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.

**2.27. INSPECTION OF SITE / OFFICE:**

The tenderer is advised to visit the site / office before submitting their sealed offer in order to ascertain the nature of work involved.

**2.28. LIQUIDATED DAMAGES:**

If the Contractor fails to commence the work within the period specified or within such extended period as may be allowed by the Competent Authority, the contractor shall pay or allow to the Board a sum

equivalent to 1 % of the value of the contract Price for every week ( 7 days of delay) or part thereof subject to a maximum of 10% of the total value of contract Price as liquidated damages beyond the said period or extended period, as the case may be during which the contractor fails to commence the work. Such damages shall be deducted by the Board from any amount due or become due to the contractor.

**2.29. COMPLIANCE WITH ESI ACT 1948:-**

**The contractor should adhere the Employees State Insurance Act 1948 (34 of 1948)**

**2.29.1.** The contractor should have the ESI code. The contractor should submit the ESI code number and confirm the payments made by them.

**2.29.2.** The claims of ESI contribution shall be admitted as per actual submission of documentary proof of payment made to ESI towards employers' contributions.

**2.30. THE CONTRACTOR SHOULD ADHERE THE EMPLOYEES PROVIDENT FUND ACT 1952.**

**2.30.1.** The contractor should have the EPF code. The contractor should submit the EPF code number and confirm the payments made by them.

**2.30.2.** The Contractor has to comply with all provisions contained in EPF and MP Act, 1952.

**2.30.3.** The employers' contribution made towards EPF shall be admitted as per actual submission of documentary proof along with full details of manpower deployed.

**2.31.** Any further information may be obtained on application in writing to:

The Deputy Conservator,  
Mormugao Port Trust,  
First Floor, Administrative Office Building,  
Headland Sada - Goa 403804  
Phone: 0832 - 2521150  
Fax: 0832-2521155  
E-MAIL: [dc@mptgoa.com](mailto:dc@mptgoa.com)

**2.32.** Any Tender not conforming with the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any Tender without assigning any reason and without any liability. No representation whatsoever will be entertained on this account.

**2.33.** No responsibility will be attached to any officer of the Port for premature opening of or the failure to open a Tender which is not properly addressed and identified.

**2.34.** All the conditions applicable to the Central Public Works Department including safety code, rules for the protection of health and sanitary



arrangements for workers employed and labour regulations shall apply to this Contract also.

2.35. No foreign exchange is available for this work. All payments will be made only in Indian Rupees only.

2.36. The Tenderer should abide by this Tender for a period of 120 (One Hundred and twenty days) days from the date fixed for receiving the same or for such other periods as may be mutually agreed upon and it shall remain binding upon the Tenderer so that the Tender may be accepted at any time before the expiry of that period.

2.37. Further the Tenderer undertake that if his Tender is accepted, to enter into and execute when called upon to do so, an Agreement with such modifications as agreed upon, and unless and until the formal Agreement is prepared and executed, this Tender together with the written acceptance of the Employer shall form a binding Contract between the Trust and the Contractor.

2.38. Canvassing in connection with the Tender is strictly prohibited and the Tender submitted by the Tenderer who resort to canvassing will be liable for rejection.

2.39. **RIGHT OF THE BOARD TO ACCEPT OR REJECT THE TENDER:**

The Board does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderers will result in their tender being rejected.

2.40. **TERMINATION OF CONTRACT:-**

2.40.1. MORMUGAO PORT TRUST shall have the right to terminate the contract without assigning any reason by giving 30 days' notice in writing. In such cases, the Security Deposit will be refunded.

2.40.2. In the event of continued unsatisfactory performance or non-compliance with any of the provisions of the aforesaid contract, this Port reserves the right to cancel the contract and forfeit the Security Deposit without giving any notice.

2.41. **DISCONTINUANCE BY THE CONTRACTOR:-**

If the contractor is not in a position to continue the contract, he should give intimation to this Port, in writing, one month prior to the proposed date of discontinuance of the contract. In such a case, the EMD and Security Deposit shall be forfeited.

2.42. **IDENTITY CARDS / ENTRY PASSES :-**

The contractor at his cost should arrange for providing Harbour Entry Passes to his / her own employees which should be got countersigned by the Port Authorities. The contractor should issue pay slip to the deployed persons for every month with respect to their wages.

2.43. **CONTRACT LABOUR ACT:-**

Tenderer shall comply with all necessary regulations of Contract Labour (Regulation and Abolition) Act, 1970 and 1971. The contractor shall satisfy the rules of Central Excise Department, as applicable.

2.44. The Contract is liable for cancellation if either the contractor himself or his family members is found to be a person who has held any post under the Board of Mormugao Port Trust, without obtaining the prior permission of the Board or of the Chairman as the case may be.

### **3. GENERAL CONDITIONS OF CONTRACT**

#### **3.1. DEFINITIONS AND INTERPRETATIONS:**

3.1.1. In the contract (as hereinafter defined) the following words and expressions shall have the meaning thereby assigned to them except where the contract otherwise required:

3.1.1.1. “BOARD” means the Trustees of the Port of Mormugao, a body corporate under Major Port Trust’s Act of 1963 as amended from time to time.

3.1.1.2. “DEPUTY CONSERVATOR” means the Deputy Conservator of the Mormugao Port Trust or any other officer to perform such functions relating to the contract as may be nominated by the Port Trust.

3.1.1.3. “DEPUTY CONSERVATOR’S REPRESENTATIVE” means any Officer or Assistant of the Deputy Conservator detailed from time to time by the Deputy Conservator to perform the duties as may be specified in this contract.

3.1.1.4. “CONTRACTOR- SERVICE PROVIDER” means the person or persons, firm or company whose tender has been accepted by the Board and includes contractor’s personal representative, successors and permitted assigns.

3.1.1.5. “CONTRACT” means the conditions of contract, specifications, schedule of items of work within quantities and rates therein, tender and contract agreement.

3.1.1.6. “CONTRACT PRICE” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provision here in after contained.

3.1.1.7. “A day” means a day of 24 hours from midnight to the next midnight irrespective of the numbers of hours worked in that day.

3.1.1.8. “A week” means seven days without regard to the number of hours worked in any day in that week

3.1.1.9. “A month” means month according to Gregorian calendar.

3.1.1.10. “Owner” means Mormugao Port Trust (MOPT)

3.1.2. The contract or any part, share or interest in it shall not be transferred directly or indirectly to any persons whomsoever without the written consent of the Board/Deputy Conservator.

3.1.3. In the event of the breach of any of the provision of the contract by the contractor, the Board shall have the right to terminate the contract summarily.

3.1.4. In the event of the Board terminating the contract for breach by the contractor of any of the provisions thereof, the contractor shall be liable

for any loss suffered by the Board up to the time of the termination of the contract and for any further loss the Board may suffer during the remainder of the period originally covered by the contract.

3.1.5. **ACCIDENT OR INJURY TO WORKMEN:** The Mormugao Port Trust shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the Mormugao Port Trust against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

3.1.6. Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or last known place of abode or business.

3.1.7. Upon the complete fulfilment of the contract by the contractor to the satisfaction of the Board, the amount deposited by the contractor as security for due fulfilment of the contract will be returned to him less the amount if any due by the contractor to the Board.

3.1.8. If however, the security is made up of a guarantee bond, executed by a Bank on behalf of the contractor, it will be discharged and returned to the Bank after collecting the amount, if any, due by the contractor to the Board.

3.1.9. If there is any lapse in this regard the contractor shall be personally responsible for the lapse and hold the Port Trust blameless in providing necessary assistance.

3.1.10. The contract is liable for cancellation if either the contractor himself or any of his employees is found to be a person who has held a Class I post under the Board immediately before retirement and has, within two years of such retirement, accepted without obtaining the previous permission of the Board or the Chairman, as the case may be an employment as contractor for, or in connection with the execution of public works, or as an employee of such contractor.

3.1.11. If any contract is terminated on account of the failure of the contractor to comply with the above clause, the Board shall be entitled to recover from him such damages as may be determined by the Deputy Conservator with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such officer.

### 3.1.12. SETTLEMENT OF DISPUTES

(i) If any dispute of difference of any settlement of kind whatsoever shall arise between the Deputy Conservator and the Contractor in connection with or arising out of the contract or the carrying out of the works (whether during the progress of the works, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to be settled by the Deputy Conservator who within a period of 60 days after being requested by the contractor shall give written notice of his decision

to the contractor, if the Deputy Conservator shall fail to give notice of his decision as aforesaid within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such decision then any such case, the contractor shall, within a further period of 30 days from the expiry of the first 60 days from the date of receipt of Deputy Conservator's decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Deputy Conservator.

(ii) If the contractor, after receiving notice of the decision of the Deputy Conservator does not refer the dispute to the Chairman seeking his decision, within a period of 30 days of the Deputy Conservator's decision then the Deputy Conservator's decision will be final and binding upon the contractor, and no further claim will exist thereto.

(iii) The Chairman shall, within a period of 60 days from the receipt of the request from the contractor, give written notice of his final decision in the matter under dispute to the contractor. If the Chairman fails to give written notice of his final decision within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such final decision given, then the contractor may within a period of 30 days after the expiry of the period of 60 days from the date of his application to the Chairman or within a period of 30 days after receiving notice of such final decision, as the case may be, require that the matter or matters in dispute be referred to arbitration as herein after provided. If the Chairman has given the written notice of his final decision to the contractor, and no claim to the arbitration has been communicated to the Chairman by the contractor, within a period of 30 days from the receipt of Chairman's decision the said decision shall remain final and binding upon the contractor. If the Chairman fails to give written notice of his final decision to the contractor within a period of 60 days and no claim to the arbitration has been communicated to the Chairman or the Deputy Conservator by the contractor within a period of 30 days thereafter, then the decision given by the Deputy Conservator shall remain final and binding upon the contractor as hereinafter provided such decision in respect of every matter as referred shall be final and binding upon the contractor until the completion of the work and shall forthwith be given effect to by the contractor who shall proceed with the works with all the diligence whether he requires arbitration as hereinafter provided or not.

(iv) All disputes or differences in respect of which the decision (if any) of the Deputy Conservator or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of Engineer serving or retired of Central Government agencies, including Defence Service and or a member of Indian Council of Arbitrators, to be appointed by Chairman pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions of the Government of India Arbitration Act, 1940 (Act No. 10 of 1940) or any re-enactment of statutory modification thereof for the time being in force. The sole arbitrator shall have full power to open up, review, and revise any decision, opinion, direction, certificate or valuation of the Deputy Conservator or the Chairman neither party, shall be limited in the proceedings before the Arbitration to the evidence or arguments put before the Deputy Conservator or the Chairman or the purpose of obtaining his decision. No decision given by either the Deputy Conservator or the Chairman in accordance with the foregoing provisions shall disqualify them from being called as a witness and given evidence before the sole Arbitrator as aforesaid.

(v) The Arbitrator shall not enter on the reference until after the completion or the alleged completion of works, unless with the written consent of the Board/Chairman/Deputy Conservator and the contractor provided always:- In the event of the Arbitrator to whom the matter is originally referred, is unable to act for any reason, the Chairman shall appoint another Engineer serving or retired of Central Govt. Agencies including Defence Service and or a member of Indian Council of Arbitrators as Arbitrator and he shall be entitled to proceed with the reference afresh or from the stage at which it was left by his predecessor. In all cases, the Arbitrator shall give a speaking/reasoned award.

### 3.1.13. EXTENSION OF TIME

(i) The Contractor shall commence the works on site within the period indicated in the tender after the receipt of an order in writing to this effect from the Deputy Conservator and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Deputy Conservator or be wholly beyond the control of the Contractor.

(ii) The Contractor shall maintain the rate of progress required as per schedule. If the progress of work is held up owing to circumstances, which in the opinion of the

Deputy Conservator are beyond the control of the Contractor such as war, stormy weather and for other reasonable causes in the opinion of the Deputy Conservator, the Deputy Conservator may at his discretion, grant to the work extension of time as he considers reasonable for the completion of the work. In such circumstances, the Contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.

(iii) The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.

(iv) No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

### 3.1.14 ARBITRATION

Disputes if any, between MPT and the Contractor during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a panel of two arbitrators, of which one to be appointed by MPT and other by the Contractor. The arbitration proceeding shall take place in Goa or at Administration Building, MPT only, and the same shall be under jurisdiction of High Court of Goa.

### 3.1.15 DEFAULTS & TERMINATION

1. Default: Occurrence of any one or more of the following will be considered as event of default:

a) In case the completion of the work cannot be effected within completion period.

b) Contractor fails to execute the terms and conditions of the contract and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.

2. Termination

(a) If the contractor fails to complete the subject work during the contract period or extension period within notice period, the work order will stand cancelled, and security deposit will be forfeited.

(b) In the event of occurrence of default (b) as mentioned above MPT may proceed for terminating the contract by way of giving 3 months (termination period) notice within which time the Contractor will be required to peacefully vacate Port premises and remove equipment deployed by them under the contract from the Port premises. In case of failure on the part of the Contractor to do so, MPT shall be at liberty to remove such equipment from the dock premises and to keep the same at any location convenient to MPT. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the Contractor before taking possession of such equipment. Also, in such event, the Contractor shall not be entitled to claim any compensation from MPT for any damage that may occur during such removal and keeping of the equipment at any location by MPT. Also in case of termination of the contract the security deposit will be forfeited.

(c) During the notice period of 3 months as at (b) above, the Contractor may be asked by MPT to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the facilities and services to the port users in the wake of gradual winding up of the entire set-up of the contractor.

(d) No compensation shall be paid by MPT to the Contractor in the event of termination of the contract.

## 4. BACKGROUND AND SCOPE OF WORK

### 4.1. The Background :

The port of Mormugao, one among the twelve major ports in India, is situated in the State of Goa, on the west coast of India, between the Major ports of Mumbai and New Mangalore. It is located at the mouth of the river Zuari at latitude 15° 25' North and longitude 73° 47' East. Mormugao is an open type natural harbour and has a natural promontory known as Mormugao Headland. The harbour is protected by a breakwater of 550 m long and a mole of 270 m long. The approach channel is about 6 km long. It is operational round-the-clock all through the year.

Port was constructed in 1880's and included berths 1,2, and 3. At the time of liberation from Portuguese rule, berths 4,5,6 and 7 had also been added. Major Port development took place in the mid 1970's. Berth No.8 (POL berth) was commissioned in 1976 and Berth No.9 (Iron Ore berth) along with the Mechanical Ore Handling Plant (MOHP) in 1978. The deepening of the channel and harbour basin for large ore carriers was also carried out in 1978.

The construction of general cargo berth no.10 in 1985 was the start of a new phase of development in the Port followed by the second general cargo berth No.11 in 1994. In the meantime berths 3 & 4 had to be decommissioned in 1989 due to damage to berth No.3. In 1992, the private use of berths 6 & 7 by Chowgule for handling of iron ore was discontinued and berth no.6 with berth no.5 were used to supplement berths 10 & 11 for handling general cargo.

In 1993, berths 1, 2, and 3 land area of 31,000 square meters and water area of 50,000 square meters were leased to the Western India Shipyard Limited for setting up a floating dry dock. The lease period is for 25 years. The floating dry dock became operational in December 1995. The lease expired on 04.04.2018.

In 1999, the Port signed a license agreement with M/s ABG Heavy Industries Ltd. (Now renamed as South West Port Ltd.) to construct and operate two modern berths named 5A & 6A to handle coal/coke and other general cargo. The existing berths 4,5 and 6 including land area of approximately 40,000 square meters and water area of 61000 square meters was handed over to them for this purpose. The lease period is for 30 years. The facility became operational in June 2004.

Port has constructed 6 mooring dolphins from the year 2001. The Port has also constructed cruise terminal berth and mole berth for berthing passenger cruise vessels. The berth No.7 developed to handle coal/coke of capacity 4.61 MTPA through PPP operator M/s. Adani Mormugao Port Terminal Pvt.Ltd. for Concession Period of 30 years from May 2010. The facility became operational from June, 2014.

Port Fire Service: There is 1 no. of Fire Station available. There are 19 nos. of well trained fire service personnel are available. 1 no. of Fire Water Tender cum Foam Tenders and 500 nos. of different type of Fire extinguishers with foam, CO<sub>2</sub>, water CO<sub>2</sub> and dry chemical powder are available to meet out any emergency. Since the department does not have sufficient Fireman, this proposal is made for outsourcing of 15 nos. of Firemen through an open competitive bidding process in accordance with the procedures set out herein.



## 4.2.

### **SCOPE OF WORK:**

The service provider should supply Manpower, fireman to be deployed in Port fire service having the following educational qualifications/experience as mentioned below and the minimum age is above 20 years and maximum age of persons should be within 45 years on the date of opening of tender:

#### **Educational& Other Qualification for Fireman - 15 nos.**

##### **(1) Essential:**

- (i) Pass in regular Plus two or its equivalent from recognized Board of Studies: and
- (ii) Should be able to climb steep ladder and to perform drills at high elevations:
- (iii) Physical Standard: Height : 168 Cms. Weight : 50 Kgs. Chest : Normal - 81 Cms Chest with Expansion 86 Cms
- (iv) Vision :Normal in both eyes, colour vision is essential and wearing of glasses is not permissible
- (v) Knowledge in swimming.

##### **(2) Desirable:**

- (i) Driving License for Heavy Vehicles.
- (ii) Certificate obtained from a recognized institution for attending fireman course for a minimum period of 1 month.
- (iii) Fireman personnel should be trained in Combating Oil Spill within Port Limits.

Note:

1. As a proof for item 1.(i), and 2.(i) Necessary notarized copy of certificate has to be produced which will be verified with original certificates.
2. For item 1.(ii) and 1.(v) the person supplied by the agencies should have pass through the test conducted by Port officials.
3. For item 1.(iii), 1.(iv) the person supplied by the agencies should have pass through the fitness test conducted by Port Medical officers (or) fitness certificate obtained from any Government Hospital.
4. If certificate furnished by the Contractor on behalf of any workman is found incorrect, the contractors removes such employee from the contract and arrange to deploy new contract employee within 24 hours. Failing which penalty will be imposed as per clause 4.6.7.

4.3.      **EMPLOYMENT CONDITIONS:**

4.3.1.      The persons supplied by the Agency should be free from any adverse remarks in any Police records/Criminal cases are pending against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the Service Provider will be got verified by the Service Provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Department. The Service Provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

4.3.2.      The Service Provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. Also, the photo Identity cards for entering into Port shall be purchased from this Port for such persons deployed at the last date of the successful Tenderer.

4.3.3.      In addition to attendance in Bio-metric system, an attendance register for CONTRACT employees shall be maintained by the Service Providers at the duty spot identified by an Officer of MOPT and the fact of the same should be furnished along with the monthly bill to the Officer of MOPT authenticated.

4.3.4.      The personnel deployed should be in proper uniform during their duty hours. Uniform is inclusive of fireman dress, safety shoe, helmet, nose mask, ear plug etc. It is the responsibility of the service provider for issue of such items at their own cost to the personnel deployed by them.

4.3.5.      The personnel deployed by Service Provider should be deputed for the work assigned by the Officers of MOPT from time to time.

4.3.6.      The personnel deployed under the Contract should be good in public relations and while handling the assigned work, their actions shall promote goodwill and ensure discipline, integrity and enhance the image of this Port. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

4.3.7.      The Port may request the Service Provider to dismiss or remove from the work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and Service Provider shall forthwith comply with such requirements.

- 4.3.8. The Service Provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from Port at any point of time during the currency of contract.
- 4.3.9. Port shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.
- 4.3.10. The Service Provider shall indemnify any loss/ damage occurring to the Port / Port properties.
- 4.3.11. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.
- 4.3.12. The persons deputed shall not be below the age of 20 years and maximum age of present should be within 45 years in respect of all categories and they shall not interfere with or disturb the duties of the employees of the Port. Only Indian Nationals will be allowed to work in the contract.
- 4.3.13. The person deployed shall not claim any Master & Servant relationship against this Port.
- 4.3.14. The Service Provider shall ensure proper conduct of the deployed person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and comply with Port rules and regulations including the requirement of ISO 9001 and EMS 14001.
- 4.3.15. As and when complaints are made by the Officer of MOPT against any personnel deputed to the Service Provider, immediate action should be taken by the Service Provider to withdraw such personnel and replace them may ensure that persons of known and clear antecedents are deployed under this contract.

4.4. **STATUTORY PROVISIONS:**

- 4.4.1. The transportation, food, medical and other statutory requirement under the various Acts / Govt. Regulations in respect of each personnel of the Service Provider will be the responsibility of the service provider. This shall include all statutory payments as applicable from time to time. However, statutory payments or any such other statutory requirements to the successful Service Provider shall be made subject to furnishing of proof of documentary evidence of such payments to the concerned authorities of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for

reimbursement of the actual amount to the service rendered by the Service Provider.

4.4.2. Recruitment and appointments of a personnel should be made only by the Service Provider and the MOPT shall not be responsible for or party to any Labour or other dispute that may arise between the Service Provider and the contract personnel.

4.4.3. The Service Provider is the employer of the personnel under all labour legislation including Industrial Disputes Act, 1947 etc.

4.4.4. The Service Provider is totally responsible for making any payments as may become applicable to the staff employed by them under the provisions of the Employees' compensation Act, 1923.

4.4.5. The Service Provider shall comply with all the statutory regulations that are in force and that may become applicable in future and from time to time all matters touching this agreement matters arising there form.

4.4.6. All statutory obligations like EPF, ESI compensations for accidents of any kind or any other payments totally rest with the said contract and if Service Provider fails to recover and remit along with contributions, MOPT shall deduct the same from Administrative charges payable to the Service Provider and remit the same to the prescribed authorities on Service Provider behalf.

4.4.7. The person deployed by Service Provider shall not claim any benefit/ compensation/ absorption/ regularization of services in Mormugao Port office under the provision of Industrial Disputes Act, 1947 and Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office. The persons so deployed shall be under the control and responsibility of the Agency and Port has no liability what so ever in this regard.

4.4.8. The contractor has to take the insurance policy covering all type of risks of all employees engaged by them for this work.

4.5. **WORKING HOURS:**

Working hours will be 8 hours per person per day on shift basis, the 1<sup>st</sup> Shift will be between 07.00 hrs and 15.00 hrs, the 2<sup>nd</sup> shift will be between 15.00 hrs to 23.00 hrs and the 3<sup>rd</sup> shift will be between 23.00 hrs to 07.00 hrs on the next day. This is including half an hour lunch. If required, the persons will be requested to attend duty on general shift basis (between 10.00 hrs to 17.00 hrs). No grace time will be allowed on any account.

#### 4.6.      **PAYMENT DETAILS:**

- 4.6.1.      The Service Provider shall engage the necessary person as required by this Port from time to time. The said person engaged by the Service Provider shall be employee of the Service Provider and it shall be the duty of the Service Provider to pay their salary by cheque or EDI every month in time by the Service Provider. **In time means within first week of every month.** The said person(s) of the Service Provider shall not be entitled for any benefit whatsoever. The Service Provider should ensure the payment of salary as per the relevant statutory and ensure comply with the provisions of all applicable labour laws.
- 4.6.2.      The Service Provider will submit the bill in triplicate in the 1st week of following month for payment with reference to rates quoted in the price bid per month or revised rate, as the case may be. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absent of the manpower. The normal time to make payment by this Port is 45 days to 60 days from the date of receipt of bill with enclosure if any.
- 4.6.3.      Whenever increase in minimum wages of scheduled employment in Central sphere Establishment falling under the Government of India issued by Ministry of Labour and Employment, Government of India, the wages of persons deployed by the Service Provider should also be enhanced at par. Such increase in minimum wages is applicable for Administrative Charges also. It will also be applicable for the deployment of additional man power.
- 4.6.4.      The Service Provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
- 4.6.5.      The Service Provider shall provide a substitute well in advance if the person deployed is on leave and the Port will not bear any additional cost for such substitute.
- 4.6.6.      **Short supply of Manpower during commencement of contract:** If the Contractor fails to commence the work within the period specified or within such extended period as may be allowed by the Competent Authority, the contractor shall pay or allow to the Board a sum equivalent to 1 % of the value of the contract Price for every week ( 7 days of delay) or part thereof subject to a maximum of 10% of the total value of contract Price as liquidated damages beyond the said period or extended period, as the case may be during which the contractor fails to commence the work. Such damages shall be deducted by the Board from any moneys due to become or due to the Contractor.
- 4.6.7.      **Non supply of Manpower during the currency of Contract:** If for any reason the personnel deployed by the Service Provider proceeds on absence, he/she should properly intimate the Controlling Officer and the

Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The Service Provider shall provide a substitute, if it is requested by Port Management. No payment will be made for the period of absence. If no substitute is provided by the Service Provider and the absence is beyond 3 working days in a month continuously, a penalty of 10% of the Rate quoted for such category of person shall be recovered from the bill (proportionately for the period of absence per person) in addition to nonpayment for not reporting to duty(Denominator -30 days).

4.6.8. Payments to the Service Provider would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the requirements of deployment as per the subject tenders.

4.6.9. Actual payment of Administrative charges will be on the actual amount paid by the tenderer after deduction of leave salary.

4.6.10. Administrative Charges is applicable for such increase in minimum wages and the same is applicable for the deployment of additional man power also.

4.6.11. **The Service Provider must certify that the payment to the employees provided by him have to be credited to concerned individual bank account within first week of every month.**

4.6.12. The Service Provider shall be accessible at all times and message(s) sent by E-mail/Fax/Special Messenger/Phone from the Department to the Service Provider shall be acknowledged immediately on receipt on the same day. The Service Provider will ensure every day that the stipulated manpower has been complied with.

4.7. **AGREEMENT CONDITIONS:**The Successful tenderer shall execute an Agreement in a Stamp paper at a value of Rs.1000/- in the prescribed format vide Annexure -II. The bill for the work shall be paid to the Contractor only after the execution of the Agreement.

4.7.1. In the event of the tenderer, after the issue of the communication of acceptance of the offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to be construed as the Service Provider's calculated and willful breach of contract, the cost and consequence of which shall be to the sole account of the Tenderer and upon such an event, the Board shall have full right to claim damages therefore in addition to the forfeiture of Earnest Money Deposit.

- 4.7.2. The Service Provider agrees to provide additional manpower, at the quoted rate/ or at the rates agreed, if Mormugao Port gives 15 days notice in this regard.
- 4.7.3. Port Trust reserves the right to reduce the number of persons by giving one month notice.
- 4.7.4. The Mormugao Port Trust reserves the right to cancel the contract at any stage without assigning any reason by giving one month notice.
- 4.7.5. The agreement can be terminated by the party by giving three months notice in advance. If the agency fails to give three months notice in writing for termination of the Agreement, the Performance Security will be forfeited.
- 4.7.6. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 4.7.7. All disputes and differences arising out of or in any way connected with the contract shall be referred to the Chairman, Mormugao Port Trust, Mormugao, Headland Sada Goa- 403804 whose decision shall be final. Further, if any dispute is to be referred to the courts, the legal jurisdiction shall be Mormugao.
- 4.7.8. Documents to be submitted by the Successful Service Provider before deployment of manpower:
- 4.7.8.1. List of manpower shortlisted by Service Provider for deployment in the MOPT containing full details i.e. Date of birth, marital status, educational qualification along with copy of certificates, communal status, address& identification proof, Photo ID Card provided by the Service Provider.
- 4.7.8.2. Bio Data of all persons along with copies of all certificates.
- 4.7.8.3. Any other document considered relevant
- 4.8. ANNEXURE FOR TENDER SCHEDULE - I to IX - enclosed.

Deputy Conservator

LETTER OF APPLICATION

Registered Business name :  
Registered Business Address :  
Telephone No. :  
Telex :  
Cable :  
Fax :

To

The Deputy Conservator,  
Mormugao Port Trust,  
Headland Sada Goa - 403804.

Sir,

We hereby apply to be bidder for the “Supply of Manpower Services in the Cadre of Fire Man for attending Duty in MOPT Fire Service /Oil Spill Service on Contract Basis”

2. We authorize Mormugao Port Trust or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorise any public official, engineer, bank depositor, manufacturer, distributors, etc. or any other persons or firm to furnish pertinent information deemed necessary and requested by Mormugao Port Trust to verify statements and information provided in this application or regarding out competence and standing.

3. The names and positions of persons, who may be contacted for further information, if required, are as follows:

- (a) Technical
- (b) Financial
- (c) Personnel

4. We declare that the statements made and the information provided in the completed tender are complete. True and correct in every detail.

5. We understand that Mormugao Port Trust reserves the right to reject any tender without assigning any reasons.

6. We, undertake that no change has been made in Tender document issued.

Yours faithfully,

(Authorised representative of applicant)

Date:

Encl: 1.  
2.



**MORMUGAO PORT TRUST  
FORM OF AGREEMENT**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and seventeen Board of Trustees of the Port of Mormugao, a body corporate under Major port Trust Act 1963 (herein after called the Board which expression shall, unless excluded by or repugnant to the context, be deemed to include the successors in office) on the one part AND (hereinafter called the “CONTRACTOR” which expressions shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the other part.

**WHEREAS** the Board of Trustees of the port of Mormugao is desirous of the work comprising SUPPLY OF MANPOWER SERVICES IN THE CADRE OF FIRE MAN FOR ATTENDING DUTY IN MOPT FIRE SERVICE / OIL SPILL SERVICE ON CONTRACT BASIS.

**WHEREAS** the contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and **WHEREAS** the contractor has furnished a sum of **Rs.57,000/-** (Rupees Fifty Seven thousand only) as against performance security for the due fulfilment of all the conditions of the contract.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- 1 Tender Notice
2. Instruction to Tenderers
3. Terms and Conditions
5. Annexes
6. Schedule of Price
7. Work Order. No.

The contractor hereby conveniences with the Board of trustees of Mormugao port to deploy of persons incomplete and maintain the “persons “in conformity in all respects with the provision of the agreement.

The Board of the Trustees of Mormugao port hereby covenants to pay the contractor in consideration of such services of the works the “Contract price” at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Employer/ Board

Signed: [insert signature]

in the capacity of [ insert title or other appropriate designation ]

in the presence of [insert identification of official witness]

For and on behalf of the Contractor

Signed: [insert signature of authorized representative(s) of the Contractor ]

in the capacity of [ insert title or other appropriate designation ]

in the presence of [ insert identification of official witness]

**SPECIMEN FORM OF BANK GUARANTEE BOND (FOR PERFORMANCE SECURITY)**

In consideration of the Board of Trustees of Mormugao Port Trust (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 thereunder, 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 contractor(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.

**STRUCTURE OF ORGANISATION FOR SINGLE ENTITY**

NAME OF TENDERING FIRM/COMPANY:

POSTAL ADDRESS :

TELEPHONE :

TELEX/FAX :

E-Mail :

CONTACT PERSON :

TELEPHONE :

MOBILE :

TELEX/FAX :

E-Mail

NATURE OF ORGANISATION: Proprietary/ Partnership/ Private Ltd Co. /Public Ltd. Co.

1. NAMES OF DIRECTORS :

2. DATE AND NO. OF REGISTRATION OF FIRM/ COMPANY :

3. AUTHORITY OF AUTHORISED SIGNATORY: Attach copies of registration of Firm/Company, details of Proprietor/Partners/Directors Attach certified copies of Partnership Deed/Memorandum and Articles of Association.

SIGNATURE& SEAL OF TENDERER  
ADDRESS OF THE TENDERER

**FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT**

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at \_\_\_\_\_on \_\_\_\_\_day of\_\_\_\_\_2016 between M/s. \_\_\_\_\_ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party” ) and M/s. \_\_\_\_\_ (Please indicate the status viz. Proprietor, Firm, Company ) represented through its proprietor /partner or Director ( hereinafter referred to as “Second Party”) WHEREAS the First

party is engaged in the business of

\_\_\_\_\_  
AND WHEREAS THE Second Party is engaged in the business of

\_\_\_\_\_  
AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of **MORMUGAO PORT TRUST** in connection with work of \_\_\_\_\_(please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

1. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s\_\_\_\_\_.

2. It is further agreed by the Joint Venture/consortium Partner that \_\_\_\_\_of M/s. \_\_\_\_\_has been nominated as Lead Partner for the execution of the works.

3. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

4. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

5. The turn over and experience of each party is as under: First Party:

Second Party:

6 Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

7. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Mormugao Port Trust to ensure the satisfactory execution of that part of the contract.

8. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at

\_\_\_\_\_

9. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at \_\_\_\_\_  
\_\_\_\_\_The Lead Partner as mentioned in Clause(2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEFEOF the Parties hereto have signed hereunder at \_\_\_\_\_on this  
\_\_\_\_\_day of \_\_\_\_\_

Party of First Part

Party of Second Part

Witness:

1)

2)

**APPENDIX- II**

Format For Power Of Attorney For Signing Of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper )

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

POWER OF ATTORNEY

To whomsoever it may concern

Mr. \_\_\_\_\_ [Name of the Person(s)], residing at \_\_\_\_\_ [Address of the person(s)], acting as \_\_\_\_\_ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of \_\_\_\_\_ [Name of the Tenderer (in case of a consortium, name of the lead member)] to sign the tender [(Tender No. ....and (Tender subject- ".....") and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Mormugao Port Trust (MoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

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

For \_\_\_\_\_(Name of the Tenderer / Consortium Members with Seal)

**Note –**

(In case of Consortium, representative of all members must sign)



**APPENDIX-III**

Format For Power Of Attorney For Lead Member Of Consortium

(To be executed before Notary Public on a Non-Judicial Stamp Paper )

POWER OF ATTORNEY

Whereas , Mormugao Port Trust ("the Authority") has invited tenders from interested parties for "....." (Tender No. ....).

Whereas, ....., ....., ..... And ..... (collectively the " Consortium") being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. .... having our registered office at ....., M/s..... having our registered office at ....., M/s. .... having our registered office at ....., and M/s. .... having our registered office at ....., [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby designate, nominate, constitute, appoint and authorize M/s.

..... having its registered office at ....., being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all

applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....20\*\*

For .....  
.....  
(Name & Title)

For .....  
.....  
(Name & Title)

For .....  
.....  
(Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Consortium)

**Profile of The Tenderer in case of JV / Consortium.**

1. (a) Name
- (b) Country of incorporation
- (c) Address of the corporate headquarters and its branch office(s), if any in India.
- (d) Date of incorporation and commencement of business.
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
  
3. Details of individual(s) of the tenderer (Lead Member in case of Consortium) who will serve as the point of contact/ communication with MoPT.
  - (a) Name :
  
  - (b) Designation :
  
  - (c) Company :
  
  - (d) Address :
  
  - (e) Telephone Number :  
(Land & Mobile)
  
  - (f) E-Mail Address :
  
  - (g) Fax Number

4. Details of Authorized Signatory of the Tenderer:

Name:

Designation:

Company :

Address :

Telephone No. :

(Land & Mobile)

Fax No. :

Email Address :

5. In case of a Consortium:

a. The information above (1-4) should be provided for all the members of the consortium.

b. information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role
1.		
2.		

Signature of Power of Attorney Holders .....

Name: .....

Designation: .....

Date : .....

Seal

**APPENDIX-V**  
**MORMUGAO PORT TRUST**  
**Work Experience for JV / Consortium members**  
**E-TENDER FOR “SUPPLY OF MANPOWER SERVICES IN THE CADRE OF FIRE MAN FOR**  
**ATTENDING DUTY IN MORMUGAO PORT TRUST FIRE SERVICE / OIL SPILL SERVICE**  
**ON PURELY CONTRACT BASIS”**

	Name of the similar work executed successfully	Period of the work carried out	Work Order value of the work
Consortium Member 1			
Consortium Member 2			

**Instructions:**

1. The each member of consortium should furnish its details in the appropriate column.
2. The description of each of the Work shall have to be provided while giving the following details:
  - (a) Location of the project
  - (b) Contact details of the concerned similar projects
    - (i) Name of Contact Person(s)
    - (ii) Designation(s)
    - (iii) Address
    - (iv) Telephone/Mobile No.
    - (v) Fax
    - (vi) Email

Signature of Power of Attorney Holder(s).....

Name: .....

Designation: .....

Date: .....

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm .....

Registration Number & other details .....

Name of the Signatory.....

Signature .....

Designation .....

Date .....

Seal

## APPENDIX - VI

### Joint Bidding Agreement for JV / Consortium member.

*(To be executed on Non-Judicial Stamp Paper as per Government Orders)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

#### AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### WHEREAS,

- (A) [MORMUGAO PORT TRUST, established under the Major Port Trusts Act-1963 and having Principal Office at Mormugao Port Trust, Administrative Office Building, Headland Sada, Goa-403804 (hereinafter referred to as the "**MoPT**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. \_\_\_\_\_

..... dated .....(the "**TENDER DOCUMENT**") for selection of successful tenderer for the contract as proposed in the said tender document.

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Tendering Process for the Work.
- 2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 1956 for entering into an Agreement with the MoPT and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tendering process and till all the obligations of the SPV shall become effective. Party of the First part shall be technical member of the Consortium;
- (b) Party of the Second Part shall be {the Financial / Technical Member of the Consortium ;}

**[Note: Status of the member in (b) are only illustrative. More/less parties may form the Consortium and changes may be made accordingly to the JBA]**

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

## **6. Shareholding in the SPV**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of Seven years from the date of commencement of the contract, be held by the Parties of the First, {Second} Part whose experience and average annual turnover have been reckoned for the purposes of pre-qualification in terms of the tender document.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of seven years from the date of commencement of the contract.

6.4 The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. .... dated .....

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with MoPT;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and MoPT to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:



- (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the contract is awarded and in accordance with the terms of the tender, in case the contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the Tenderer is not pre-qualified or upon return of the Earnest Money by the MoPT to the Bidder, as the case may be.

## **9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the MoPT.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND  
DELIVERED For and on behalf of  
LEAD MEMBER by:

SIGNED, SEALED AND  
DELIVERED For and on behalf of  
SECOND PART by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and MoPT to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

\_\_\_\_\_

**Covering Letter**

**Dated :**

To,

Deputy Conservator,  
Marine Department

Mormugao Port Trust,

Dear Sir,

1. I/we, \_\_\_\_\_ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for ..... to Mormugao Port Trust.
- 2 All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to Mormugao Port Trust (hereinafter referred to as MoPT) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of MoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
  - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
  - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
6. I/we declare that :
  - a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by MoPT thereon.

b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. I/we understand that MoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

8. \_\_\_\_\_ ( Name of Tenderer) hereby undertakes that I/we will abide by the decision of MoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by MoPT in this regard.

Thanking you,

Yours faithfully,

**Signature of Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

**FINANCIAL STATUS**

Summary of yearly turnover on the basis of the audited balance sheet for the last three financial years (2015-16 to 2017-18)

<i>Sl. No</i>	<i>Financial year</i>	<i>Total turnover</i>
1	2015-16	
2	2016-17	
3	2017-18	

Note: Attach Notary certified copies of the Audited Financial Statement consisting of Annual Turnover, Profit and Loss Account, Balance Sheet, Income Tax return etc

Signature of Contractor

Seal

**EXPERIENCE**

The tenderer shall have successfully completed the similar work during last seven years up to the proceeding completed month of the tender as given below. (Please attach copies of the work orders with detailed BOQ and completion certificate duly notarized)

<i>Sl. No.</i>	<i>Name of work</i>	<i>Value of work executed</i>	<i>Contract Period</i>		<i>Scheduled period of completion</i>	<i>Name and address of organization</i>
			<i>Commencement</i>	<i>Completion</i>		

Copies of work order with completion certificate / performance certificate attested by notary public should be attached as documentary proof

**LIST OF ALL ON GOING CONTRACTS**

Name of Scheduled work	Value	Name of owner	Value of work still to be Completed / Completion	Date of contract

Total value

=====

Signature

Seal

**E-PAYMENT FORM**

To  
The Financial Advisor & Chief Accounts Officer,  
MORMUGAO PORT TRUST, Headland Sada Goa.

Sir,

We hereby give particulars for payment of the Works Bill/Advance etc.

S.No	Particulars	
1	Name of the Contractors/Suppliers	
2	Address of the Contractors/Suppliers	
3	Name of the Work for which payment is made	
4	Estimate No./Agreement No./ Work Order No.	
5	Name of the Bank in which Contractors/Suppliers is operating Account.	
6	Address of the Bank	
7	Branch Code No.	
8	Type of Account (Whether SB Account or Current Account)	
9	Account No.	
10	Permanent Account Number (PAN)	
11	Service Tax Registration No.	
12	IFSC Code	
13	GST Registration No.	
14	TIN No.	
		Yours sincerely,

(Signature of Contractor)



**DECLARATION**

**Declaration letter on official letter head stating the following:-**

1. We have not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.
2. We are not black-listed by any Central/State Government/Public Sector Undertaking in India.

Yours faithfully,

(Signature of Authorized Person)

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

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

Business Address: \_\_\_\_\_ Seal \_\_\_\_\_