



MORMUGAO PORT TRUST

E-Tender No. CE/12/2019

Tender Notice No. CE/N-11/2019

NOTICE INVITING TENDERS FOR

Appointment of Architectural cum Engineering Design
Consultancy Firm for Setting up of International and
Domestic Cruise Terminal and other allied facilities

Chief Engineer,
Mormugao Port Trust
Headland, Sada
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MARCH 2019

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Disclaimer

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

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

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

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

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

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the

Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

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

REGISTRATION

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

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

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

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

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

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

SEARCHING FOR TENDER DOCUMENTS

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

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

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

PREPARATION OF BIDS

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

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

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

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

SUBMISSION OF BIDS

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

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

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

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

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given

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

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

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

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

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

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

ASSISTANCE TO BIDDERS

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

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

NOTICE INVITING TENDERS FOR
Appointment of Architectural cum Engineering Design
Consultancy Firm for Setting up of International
and Domestic Cruise Terminal and other allied facilities

NOTICE INVITING PROPOSAL

Mormugao Port Trust (MPT) invites E-tenders in two cover formats from experienced architectural firms for architectural cum engineering design for setting up of International and domestic cruise terminal. E-tenders can be downloaded from <https://eprocure.gov.in/eprocure/app>. Cost of tender to be paid is Rs.5,000.00 which is non refundable.

Salient features are as under.

1. THE PORT:

MPT, located in the State of Goa is one of the twelve Major Ports of India.

THE PROJECT:

MPT intends to appoint a reputed and experienced Architectural (Master Planning, Base buildings and interiors) cum Engineering Design Consultancy services cum design management consultant and project consultant with experience in providing end to end solutions for architectural planning, designing, management of construction and other allied activities for establishment of International and domestic cruise terminal, ferry and Ro-Pax services and other allied facilities through Up-gradation/modernization of existing structures and additions as considered necessary, hereinafter called as "The Services". The Consultancy proposal is to be submitted in two cover system. The first cover to contain "Technical proposal" and second cover the "Financial proposal".

The Consultant must be equipped with adequate expertise and experience in undertaking Planning, designing & implementing Civil, Electrical (HT/LT), Air-Conditioning (HVAC System using Precision/VRV/VRF Air-conditioners in row cooling system etc), Lifts/Elevators, DG sets, UPS system, IBMS (CCTV, Access Control, Public Address System, Fire & Safety Systems and integrating it with Building Management System), security, landscaping, Networking & IT Systems and all essential and ancillary works/services required for an International and Domestic Cruise Terminal Complex and other requirements as stated in the services to be given by the consultant.

2. MINIMUM ELIGIBILITY CRITERIA:

2.1 The consultant shall have proven track record in Consultancy and must satisfy the minimum eligibility criteria stated below, for being eligible for further evaluation and selection process.

a) The consultant shall have provided Architectural Consultancy services for execution of at least three Projects in India, with a project cost of minimum Rs.100 crores each, for any of the following categories in the public or Private sector during the last Ten years and the project should have been successfully implemented where the scope of work includes Architectural work, Detailed design and engineering and management of the project.

i) New Cruise Terminal / Modernization of existing structure for cruise terminal

ii) Shopping malls

iii) Multiplexes

iv) Government Buildings (Non-residential)

Note : For fulfilling the Minimum Eligibility Criteria, the bidder should have at least one project from either serial nos. i, ii or iii above listed above.

b) Bidder should be registered with Council of architecture (COA) with at least 10 years experience as on 30/03/2019

c) Bidder should have all in-house architecture consultancy services and declaration copy to be submitted. The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.

d) The Bidder should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts./reputed Private Sector IT Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 10 (Ten) years. (Self-declaration to be submitted by the bidder along with their application).

e) The Bidder should be the sole applicant/bidder and not a consortium.

2.2 Financial Capacity:

b) The Bidders should have at least an average annual turnover of Rs.3.00 Cr (Rupees Three Crores Only) during last three years on account of Consultation fee earned from the Consultancy Services rendered for construction. Copies of the audited Annual Balance sheet of last three financial years – 2015-16, 2016-17 & 2017-18 to be submitted in support of claims. (Chartered Accountant's statement regarding turnover from consultancy contracts excluding cost of IT hardware /software to be submitted)

3. VALIDITY:

The Bids shall be valid for a period of 180 days from the date of opening of Technical bid.

4. E-Tenders can be downloaded from <https://eprocure.gov.in/eprocure/app> from 28/03/2019 to 24/04/2019. An EMD of Rs. 9,00,000.00 (Rupees Nine lakhs only) shall be paid in the prescribed format without which the tender will not be considered.

5. The due date for submission of offers will be 24/04/2019 at 15.00 hrs, unless otherwise notified. In the event of changes in the schedules, MPT will notify the same through its web site and also in writing only to those prospective bidders who have paid their cost of tender document as on date of issue of notification.
6. Offers not received according to the instructions detailed above are liable for rejection. Corrections and remarks shall either be type written or must be in ink duly authenticated.
7. The MPT reserves the right to reject any or all the offers for the proposed work without assigning any reason therefore.

Chief Engineer

INSTRUCTION TO BIDDERS

1. INTRODUCTION:

1.1.1 Background

(a) Mormugao Port Trust is a major seaport situated on the Western coast of India. The Port is linked to all major centers within the country by rail and road. Goa has both domestic and International Airport which is well connected to major National and International destinations.

(b) There is a dedicated berth for cruise vessels and a small terminal building. The berth is capable of berthing vessels up to 9.00 m Draft.

(c) Cruise calls at MPT is poised to grow with more International cruise calls as also on account of the domestic cruise market opening up. MPT is looking to create additional berthing facilities and a separate cruise terminal building for International cruise vessels and domestic cruise vessels. Other works include landscaping and beautification of the area, paving, parking facilities and other amenities required for the passengers.

(d) Apart from cruise related activities, MPT is also planning to commence ferry and ROPAX services.

(e) MPT is looking for a reputed architectural consultant with proven experience to carry out the up-gradation/modernization of its existing facilities for International and Domestic Cruise Terminal and allied facilities at par with the International Norms. The facility should also cater to the projected future growth.

1.1.2 To obtain first-hand information on the assignment and on the local conditions, consultants are advised to pay a visit to the project site before submitting a proposal with prior intimation. Cost for preparing the proposal including visits to the Employer and the project area, are not reimbursable.

1.1.3 Employer is not bound to accept any of the proposal submitted by the Bidders.

1.1.4 Project overview

The objective of the assignment is to upgrade the existing buildings/sheds at MPT into a cruise terminal for International and domestic cruise vessels and create allied facilities to meet the requirements of Cruise passengers. Following are the details of the present infrastructure available.

Existing berths - (450x26)m – in good condition – for cruise vessels
- (190x16)m - to be refurbished – for cruise vessels
- (194x18)m - in good condition – for ferry services

Slipway - to be refurbished - for Ropax

Sheds - 1. (132x27)m

2. (81x17)m
3. (106x17)m
4. (82x17)m
5. (20x34)m

Parking area - adequate area available

1.3 The proposals must be properly signed as detailed below:

- By the proprietor in case of proprietary firm
- By the partner holding the power of attorney in case of a firm in partnership (a certified copy of the power attorney shall accompany the proposal).
- By duly authorized person holding the power of attorney in case of a Limited company or corporation (a certified copy of the power attorney shall accompany the proposal).

1.4 **Amendment of Proposal Document:**

a) At any time before the due date for submission of proposals, the Employer may, for any reasons, whether at its own initiative or in response to a clarification requested by the firms, modify the documents by amendment. The amendment will be notified in writing through email to all firms who have paid for the bid document. The amendments will also be uploaded in the MPT Port Website. These amendments will be binding on the bidders. The Employer may at its discretion extend the deadlines for the submission of proposals.

b) Firms requiring a clarification on the Proposal Document must notify the Employer in writing, not later than 1 day prior to the pre-bid meeting. Any request for clarification in writing must be sent to the Employer's address indicated above by E-mail /Post/Courier. The Employer will respond by post /courier/email to such requests and copies of the response will be uploaded on the port website.

1.5 **Scope of the Proposal:**

MPT intends to invite proposals from experienced Architectural consulting firms to provide Architectural, Engineering and Management Consultancy Services for the subject project to be taken up by inviting bids. For detailed scope, refer Terms of Reference as **APPENDIX -I** hereinafter referred to as "the Services".

1.6 **Brief Description of Bidding Process:**

1.6.1 MPT intends to follow single stage two cover bidding process for selection of the consultants for providing the services:

Stage 1 : Technical Proposal Evaluation

Stage 2 : Financial Proposal Evaluation

1.6.2 For the purpose of the **Step- 1**, the Bidders are required to submit documents listed in Clause- 2.5.2 as Technical Proposal. The Technical Proposal of the Bidders will be

evaluated to compute the Total Technical Score. The envelopes containing the Financial Proposal of the Bidders who do not meet the criteria stipulated in **Clause – 3.1**, will not be considered & kept unopened.

1.6.3 Under **Step-2**, the Financial Proposal of Bidders who qualify in Step-1 will be opened and evaluated to establish the financial status of the bids. The Financial Proposal shall be submitted as per the format given in **APPENDIX-V**

1.6.4 **Evaluation Process:**

i) MPT will first scrutinize the eligibility of the bidders as per “Eligibility criteria” mentioned in the tender based on the documents submitted. The offers of the bidders who fulfil the above eligibility criteria will be taken up for further scrutiny i.e., Technical evaluation.

ii) **Technical evaluation:**

A maximum of 100 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. **Technical bids will be assigned a weightage of 80%.**

- a) The **technical proposals** only will be subjected for evaluation at this stage. The bidders **scoring minimum 70% marks in total and minimum 60% marks in each group** (cut-off score) in the technical evaluation only shall be considered for selection process. The bidders who score the prescribed cut-off score and above will only be short-listed for Commercial Evaluation.
- b) In case there is only one bidder having the cut off score or more, the Port may, at its sole discretion, also consider the next highest technical score and qualify such bidder.
- c) In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score, then the Port, at its sole discretion, may qualify two bidders on the basis of the top 2 scores.

(iii) **Financial Proposal evaluation:**

The financial proposal of only the bids which qualified in Technical evaluation will be considered for opening. **Financial bids will be assigned a weightage of 20%.**

(iv) **Selection Process**

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

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

The technical and financial scores secured by each bidder will be added using weightage of 80% & and 20% respectively to compute a composite bid score

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

$$B_n = 0.80 * T_n + 0.20 * F_n$$

Where B_n = overall score of the bidder

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

F_n = Financial score of the bidder

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

1.7 Eligible Bidders:

1.7.1 MINIMUM ELIGIBILITY CRITERIA:

a) The consultant shall have proven track record in Consultancy and must satisfy the minimum eligibility criteria stated below, for being eligible for further evaluation and selection process.

b) The consultant shall have provided Architectural Consultancy services for execution of at least three Projects in India, with a project cost of minimum Rs.100 crores each, for any of the following categories in the public or Private sector during the last Ten years and the project should have been successfully implemented where the scope of work includes Architectural work, Detailed design and engineering and management of the project.

i) New Cruise Terminal / Modernization of existing structure for cruise terminal

ii) Shopping malls

iii) Multiplexes

iv) Government Buildings (Non-residential)

Note : For fulfilling the Minimum Eligibility Criteria, the bidder should have at least one project from either serial nos. i, ii or iii above listed above.

c) Bidder should be registered with Council of architecture (COA) with at least 10 years experience as on 30/03/2019

d) Bidder should have all in-house architecture consultancy services and declaration copy to be submitted. The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.

e) The Bidder should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts./reputed Private Sector IT Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 10 (Ten) years. (Self-declaration to be submitted by the bidder along with their application).

f) The Bidder should be the sole applicant/bidder and not a consortium.

1.8 Financial Capacity:

a) The Bidders should have at least an average annual turnover of Rs.3.00 Cr (Rupees Three Crores Only) during last three years on account of Consultation fee earned from the Consultancy Services rendered for construction. Copies of the audited Annual Balance sheet of last three financial years – 2015-16, 2016-17 & 2017-18 to be submitted in support of claims. (Chartered Accountant's statement regarding turnover from consultancy contracts excluding cost of IT hardware /software to be submitted)

2. OTHER TERMS & CONDITIONS:

2.1 MPT Right to Accept or Reject Proposal:

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

MPT reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

2.2 Contents of Proposal Document :

The Proposal Document comprises the contents as mentioned in this document and would additionally include Addenda if any.

2.3 Format of Proposal:

- 2.3.1 Bidders would provide all the information as per this Proposal Document and in the specified formats. MPT reserves the right to reject any Proposal that is not in the specified formats.
- 2.3.2 The bidder shall submit one hard copy of the Technical Proposal which should reach the office of the Chief Engineer **by 15.00 hrs on 25/04/2019**, in a sealed envelope. The Authority can at its discretion choose not to consider the bid if the hard copy is not received in time. Financial bid **shall not be enclosed** in this cover.
- 2.3.3 If the Technical Proposal consists of more than one volume, Bidder must clearly number the volumes and provide index table of contents.
- 2.3.4 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- 2.3.5 E-Tenders consisting of Technical and Financial proposal must be submitted on **24/04/2019 by 15.00 hrs** unless otherwise notified.

2.5 Preparation and Submission of Technical Proposal

- 2.5.1 The Proposal and all related correspondence and documents should be in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting documents, which are not translated into English, may not be considered. For the

purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.5.2 Consultants are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at consultant's own risk and may result in rejection of proposal. The technical proposal shall contain the following:

- i. Bid Security of Rs. 9,00,000.00
 - ii. Cost towards purchase of Tender (Rs.5,000/-)
 - iii. Application letter as per **APPENDIX- II**.
- a) Power of Attorney in the name of persons/s signatories of the proposal.
 - b) Background, organization and experience of the firm. A list (in the format shown in Appendix III) of past and present major works is to be submitted. The experience claimed should be limited to those projects for which the firm were legally contracted to carry out for clients as corporate entity. Assignment(s) completed earlier by individual experts working privately or through other firms cannot be claimed as the experience of the firm or your associate(s), but can be claimed by the individuals themselves. The firm will have to substantiate the claimed experience by providing Employer Certificate for each of the project while submitting the offer.
 - c) Concept drawings and a physical model of the structures covering broadly all aspects of 'Terms of Reference'. Concept Drawings enclosed at **APPENDIX-VIII** to this proposal Documents and also considering the site conditions.
 - d) The Proposal Document and compilation of pre-bid queries/ answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the bidders.
 - e) A Network / bar-chart program of principal activities indicating those on the critical path, and a manning schedule indicating clearly the estimated duration (for home office) and the probable timing of the assignment of each professional to be used.
 - f) Name, age, background, employment records and detailed professional experience of each expert to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project. A copy of the bio-data format is attached as **Appendix IV**. Both the expert's signature and date of signing should be provided as per the bio-data format.
 - g) If an individual Key Personnel makes a false averment regarding his Qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

NOTE:

1. BIDDERS MUST NOT INDICATE DIRECTLY OR INDIRECTLY THEIR FINANCIAL PROPOSAL ANY WHERE IN TECHNICAL PROPOSAL. ANY SUCH DISCLOSURE SHALL RESULT IN SUMMARILY REJECTION OF WHOLE OF THE PROPOSAL OF THE CONCERNED BIDDERS.

2. ORINAL BID SECURITY (EMD) AND COST OF BID DOCUMENT SHOULD BE POSTED/COURIERED/GIVEN IN PERSON SO AS TO REACH THE CONCERNED OFFICIAL LATEST BY 25/4/2019 at 15.00 HRS. THE DETAILS OF THE DEMAND DRAFT PHYSICALLY SENT SHOULD TALLY WITH THE DETAILS AVAILABLE IN THE SCANNED COPY AND THE DATA ENTERED DURING THE BID SUBMISSION.

2.5.3 Financial Proposal

In the financial proposal, the bidder shall indicate the total price offer (In Indian Rupees) for entire scope of Services consisting of Lump-sum Fee for entire Services to be paid by the Employer for the total scope of services covered under this assignment. The price offer shall be filled in as per the formats given in the Financial Proposal, **APPENDIX - V** enclosed with this Proposal Document. This total price offer shall be inclusive of all taxes, incidentals, overheads, traveling expenses, printing and binding of 10 copies of the report, expenditure related to presentations to be made during the execution of assignment, supervision charges, sundries and all other expenditure for execution of this services as per "Terms of Reference", enclosed as **APPENDIX-I** to the Proposal Document and also the tasks the consultant may think should be carried out in order to meet the objectives of the assignment.

Note:

NO COUNTER CONDITIONS SHOULD BE INCLUDED ANYWHERE IN THE PROPOSAL. CONDITIONAL PROPOSAL MAY BE SUMMARILY REJECTED.

2.6 TAXES AND DUTIES:

The Consultant's offer shall be inclusive of all taxes and duties payable by them. Income Tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time. GST as applicable will be reimbursed by MPT. In case any new tax introduced by Indian Government by new legislation, the same will be extra and will be reimbursed by MPT on production of proof of payment. However, before payment of such taxes the successful bidder shall obtain prior approval of the Employer.

2.7 Proposal Due Date

2.7.1 Proposal should be submitted up to 1500 hours Indian Standard Time (IST) on 24/04/2019 (Proposal Due Date), in the manner and form as detailed in this Proposal Documents. Proposals submitted by facsimile transmission, telex or e-mail will not be acceptable.

2.7.2 MPT, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum if any.

2.8. Late Proposal:

Any Proposal received by MPT after Proposal Due Date and time may not be accepted and shall be returned unopened to the Bidder.

2.9 Currency and Payment for Project Management Services (Fees in Indian Rupees):

2.9.1 The Consultancy charges/fees for carrying out the Project Services shall be expressed in Indian Rupees only and the payment shall also be made in Indian Rupees by the Employer.

2.9.2 The Payment to the Consultant in respect of Services shall be made by the Employer in accordance with the Payment Schedule given in Clause 8 of TOR, Appendix I.

2.10 Validity of Proposal :

The proposal shall be valid for a period of 180 **days** from the date of opening of Technical Proposal.

2.11 Time for completion:

It is expected that all submissions for the entire assignment shall be completed within a period of **3 months from the date of letter of award** to successful consultant. The consultants shall arrange all his activities and the work program accordingly.

2.12 Change to submitted proposals:

Any alterations, modifications or change in the submitted E-tenders can only be made prior to the deadline for submission.

2.13 Scrutiny And Evaluation of Proposals : Responsiveness of Proposals:

The proposals received on time shall be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal shall be treated non-responsive for any or all of the following reasons:-

- a. The bidder not meeting all of the 'Minimum Eligibility Criteria' as stipulated in the 'Notice Inviting Proposal'.
- b. Validity of proposal not confirmed.
- c. Proposal documents not signed in the manner prescribed in the Proposal Document.
- d. The proposal and supporting documents show significant variations and or inconsistencies.

A non-responsive proposal shall be rejected at this stage and the second envelope of concerned bidder/s shall not be opened.

2.14 Scrutiny of Technical Proposals:

2.14.1 Responsive bids shall be examined in details for their technical contents. Compliance to detailed Terms of Reference taking into account Experience of bidder, concept drawings and physical model, team composition etc. with reference to adequacy, acceptability and understanding of the bidders shall be checked. The detailed evaluation of Technical

proposals shall be carried out in accordance with Evaluation Criteria given in Clause 3 of Instructions to Bidders.

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

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

2.15 Opening and evaluation of second envelope viz. financial Proposal.

- 2.15.1 Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical contents and satisfy the criteria for evaluation, as specified in Clause-3 of Instructions to bidders will be considered. The date and venue of opening of financial proposal will be conveyed to qualified bidders.

- 2.15.2 Evaluation of Financial proposals will be carried out on the basis of total price quoted by the bidder/ firm in Financial Proposal in a format as at **Appendix V**, subject to arithmetic corrections for errors, if any.

- 2.15.3 Financial proposal with any counter conditions or ambiguous remarks shall be rejected.

2.16 Award of Assignment /Services:

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

2.17 Bid Security/Earnest Money Deposit (EMD)

- 2.17.1 The Applicant shall furnish as part of its Proposal, a bid security (EMD) of Rs. 9,00,000/- (Rs. Nine lakhs only) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favor of "FA & CAO, Mormugao Port Trust" payable at Goa (the "Bid Security"), returnable not later than 30 (thirty) days from date of opening of Price Bid except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment as required, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 15 (Fifteen) days from the signing of the Contract Agreement by the Successful Bidder. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 3 (three) months of the Consultancy in accordance with the provisions thereof.

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

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

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

(a) If an Applicant submits a non-responsive Proposal;

(b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

2.18 Confirmation of receipt:

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

2.19 Performance Security:

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

2.20 Signing Of Agreement:

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

2.21 Extension of validity of proposal:

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

2.22 Pre-Bid Meeting:

- 2.22.1 The Consulting firm or his authorized representative is advised to attend a Pre-Bid meeting which will be convened in the Board Room of Mormugao Port Trust, 3rd Floor, Main Administrative Office Building, MPT on **05/04/2019 at 11.30 hours.**
- 2.22.2 The purpose of the meeting will be to clarify issues on proposal and to answer queries on any matter that may be raised at that stage. No queries received after the Pre-Bid meeting will be entertained.
- 2.22.3 The bidders are requested to submit any query in writing so as to reach the Chief Engineer not later than one (1) day before the date of Pre-Bid meeting.

The queries shall be sent by e-mail in the **word format** as under:-

| Sr. No. | Clause No. | Page Nos. | Query |
|---------|------------|-----------|-------|
| | | | |
| | | | |

The queries may be sent to following e-mail address:-

- (a) mgptce@gmail.com
- (b) prem.mpt@gmail.com
- (c) jirage@rediffmail.com

- 2.22.4 The questions raised by Bidders in writing and reply of Port thereof will be uploaded on the port website and also mailed to all bidders who were present for the pre bid meeting. Any modification of the Proposal Documents, which may become necessary as a result of the Pre-Bid meeting, shall be made by the Employer exclusively through the issuance of an addendum.

2.23 SCHEDULE OF BIDDING PROCESS:

MPT has fixed the following schedule for this bid. In order to meet the target dates, all bidders are requested to respond expeditiously to inquiries during the evaluation process.

| | | |
|----|--|-------------------------|
| a) | Sale of Bid Documents | 28/04/2019 |
| b) | Last date of receiving queries | 04/04/2019 |
| c) | Pre-bid meeting | 05/04/2019 at 11.30 am |
| d) | Last date of submission of E-tenders | 24/04/2019 by 3.00 pm |
| e) | Last date for submission of hard copies with EMD and tender cost | 25/04/2019 upto 3.00 pm |
| e) | Opening of 1 st cover (technical bid) | 25/04/2019 at 3.30 pm |

3. CRITERIA FOR EVALUATION:

3.1 Technical Proposal Evaluation (Step1)

Proposals of those bidders who satisfy the minimum eligibility criteria as prescribed in "Notice Inviting Proposal" shall be evaluated in accordance with the detailed evaluation criteria set forth hereunder:-

3.1.1 Details as specified under Clause 2.5.2 shall be furnished.

3.1.2 Consortiums are not permitted.

3.1.3 Each responsive proposal will be attributed a technical score as specified below.

| Parameter | Maximum Technical Score |
|--------------------------------|-------------------------|
| (A) Experience of the firm. | 40 |
| (B) Concept drawings and model | 20 |
| (C) Key personnel | 40 |
| Total Technical Score | 100 |

Only bidders who score minimum 70% in total and minimum 60% in each group i.e. experience of the firm, concept drawings and key personnel will be considered for further evaluation.

3.1.4 The weightage points given to evaluation of sub-criteria A, B and C of above table are as under.

A) Experience of the firm. (Maximum Score – 40 marks)

A total of 40 marks are allocated under this criteria, the break up is tabulated as under:-

Experience in similar Projects:-

| | Description | Score |
|---|--|-------|
| 1 | Provided Architectural Consultancy services for execution with a project cost of minimum Rs.100 crores each for any of the following categories in the public or Private sector during the last Ten years and the project should have been successfully implemented where the scope of work includes Architectural work, Detailed design and engineering and management of the project. i) New Cruise Terminal / Modernization of existing cruise terminal ii) Shopping malls iii) Multiplexes v) Govt. Buildings (non-residential) (Note: At least one project should be from category i, ii or iii) | |
| | At least 3 project | 24 |
| | Upto 4 projects | 30 |
| | Upto 5 projects | 36 |
| | More than 5 projects | 40 |

B) Concept drawings and model (Maximum. Score – 20 Marks)

The objective of this evaluation is consider the bidder who comes up with the most appropriate design considering the site conditions and taking into account the existing structures. The concept drawing and model should be submitted to the Chief Engineer before the due date. A separate committee will be constituted for carrying out this evaluation. The evaluation will be as follows;

Concept drawings – 12 marks

The following criteria will be adopted for evaluating the concept drawings-

- Practical design considering the site conditions and consideration of the available structures that can be modified
- Most attractive and cost effective modification of the existing structures
- Most practical layout for the facilities proposed
- Traffic circulation plan proposed
- Identification of various facilities proposed in the bid document and accommodating these requirements in the most practical manner

| | |
|-------------------------|-----------|
| Completely Satisfactory | 12 marks |
| Generally Satisfactory | 11 marks |
| Partially Satisfactory | 9 marks |
| Average Satisfactory | 7.5 marks |
| Not Satisfactory | 0 marks |

Understanding of Objectives - 8 marks

Based on the concept drawing, the bidder shall make a model which depicts the proposed elevation and the general layout of the proposed facility. Marks will be awarded as follows:-

| | |
|-----------|---------|
| Excellent | 8 marks |
| Very good | 7 marks |
| Good | 6 marks |
| Poor | 0 marks |

Note: The bidder should enclose the Employer's/ clients Certificate and Photographs in respect of experience claimed by them.

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

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

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

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

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

| | Designation & Experience | Marks |
|---|--|----------------|
| 1 | Team Leader 25 years above 20-25 years 15-20 years | 10 9 7.5 |
| 2 | Project Architect 15 years and above 12-15 years 10-12 years | 9 8 6 |
| 3 | Project/Structural Engineer 15 years and above 12-15 years 10-12 years | 8 7 6 |
| 4 | Interior designer 10 years and above 8-10 years 6-8 years | 7 6 5 |
| 5 | Estimator 5 years and above 4-5 years 3-4 years | 6 5 4 |

3.2 Opening of Financial Proposal (stage-2)

3.2.1 Financial bids of shortlisted firms shall be opened on a date to be fixed later and intimated to all short-listed bidders.

4 GENERAL CONDITIONS OF CONTRACT

4.1 General Provisions

4.1.1 Definitions

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

- (a) "Employer" means The Board of Trustees of the Port of Mormugao, a body incorporated under the Major Port Trust Act, 1963, acting through its Chairman, Deputy Chairman or the Chief Engineer or any other officers so nominated by the Board.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award;
- (d) "Consultant/Bidder" means any entity or person that may provide or provides the Services to the Employer under the Contract.
- (e) "Effective Date" means the date on which this Contract comes into force and effect;
- (f) "Foreign Currency" means currency in US Dollars or the currency of the home country of Consultant;
- (g) "GC" means these General Conditions of Contract;
- (h) "Government" means the Government of India;
- (i) "Local Currency" means Indian Rupees;
- (j) "Personnel " means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India.
- (k) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (l) Proposal means the Technical Proposal and the Financial Proposal
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in APPENDIX-I hereto;
- (n) "Sub-consultant" means any entity to which the Consultants subcontract any part or the Services in accordance with the provisions of Clause 4.3.6 of General Condition;
- (o) Terms of Reference "means the document included in this Proposal Document at Appendix I which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment / Job.
- (p) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.
- (q) "Approved / approval" means the approval in writing.

4.1.2 Relations between the Parties

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

4.1.3 Law Governing the Contract

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

4.1.4 Language

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

4.1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

4.1.6 Notices

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

4.1.7 Location

The Services shall be performed at such locations are specified in **APPENDIX- I**

4.1.9 Authorized Representatives

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

4.1.10 Taxes and Duties

Taxes and Duties payable by the consultants shall be as per Clause 2.6 of Instructions to Bidders.

4.2 Commencement, Completion, Modification and Termination of Contract

4.2.1 Effectiveness of Contract

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

4.2.2 Commencement of Services

The consultants shall commence the Services as soon as possible but later than 15 days from the date of letter of award issued by the Employer.

4.2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause General Condition 4.2.9 hereof, this Contract shall expire when services have been completed and confirmed by the Employer by issuing completion certificate.

4.2.4 Amendment to Agreement

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

4.2.7 Force Majeure

4.2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

4.2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from any event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

4.2.7.3 Measures to the Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove a Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

4.2.7.4 Extension of Time

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

4.2.7.5 Payments

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

4.2.7.6 Consultation

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

4.2.8 Suspension

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

4.2.9 Termination

4.2.9.1 By the Employer

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

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause General Condition 4.2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause General Condition 4.8 hereof;
- (d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false.
- (e) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- (g) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

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

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

4.2.9.2 **By the Consultants**

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

- (a) If the Employer fails to pay any money due to the Consultants pursuant to this Contract other than the amount in dispute pursuant to Clause 4.8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;

- (c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause General Condition 4.8 hereof.

4.2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 4.2.2 or Clause 4.2.9 of General Condition hereof, or upon expiration of this Contract pursuant to Clause 4.2.4 of General Condition hereof, all rights and obligations of the Parties hereunder shall cease, except;

- i) such rights and obligations as may have accrued on the date of termination or expiration;
- ii) the obligation of confidentiality set forth in Clause 4.3.3 of General Condition hereof;
- iii) any right which a Party may have under the Applicable Law.

4.2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 4.2.9.1 of General Condition or Clause 4.2.9.2 of General Condition hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

4.2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses of 4.2.9.1 of General Condition or Clause 4.2.9.2 of General Condition hereof, the Employer shall make the payments to the Consultants pursuant to Clause 4.6 of General Condition hereof for Services satisfactorily performed prior to the effective date of termination; after offsetting against these payments any amount that may be due from the Consultant:

4.2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 4.2.9.1 of General Condition or in Clause 4.2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 4.8 of General Condition hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

4.3. Obligations of the Consultants

4.3.1 General

4.3.1.1 Standard of Performance

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

4.3.1.2 Law Governing Services

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

4.3.2 Conflict of Interests

4.3.2.1 Consultants not to Benefit from Commissions, Discounts etc.

The remuneration of the Consultants pursuant to Clause 4.6 of General Condition hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

4.3.2.2 Consultants and Affiliates not to engage in certain Activities

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

4.3.2.3 Prohibition of Conflicting Activities:

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

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

4.3.3 **Confidentially**

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

4.3.4 **INDEMNIFICATIONS:-**

- (a) The Consultant shall indemnify, protect and defend at the consultant's own expense, the Employer and its agents and employees from and against any and all actions, claims, losses or damages arising out of any violation by the consultant or in the course of the services of any legal provisions, or any rights or third parties, in respect of literary property rights, copyrights, or patents.
- (b) The Consultant shall indemnify, protect and defend, at the Consultant's own expense, the Employer, its agents and employees, from and against any and all actions, claims, losses or damages arising out of the Consultant's failure to exercise the skill and care required under Section 4.3.1.1 provided, however;
 - i) that the ceiling on the Consultant's liability under the Section shall be limited to 50% of the agreed fixed lumpsum fee. The liability will end three (3) years after issuance of completion certificate for each contract. Such ceiling does not cover the actions, claims, losses or damages caused by the Consultant's gross negligence or reckless conduct, for which the Consultant's liability will be subject to separate evaluation.
 - ii) that the Consultant's liability under this Section shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- (c) In addition to any liability the Consultant may have under Section 4.3.1.1, the Consultant shall at its own cost and expense, upon request from MPT re-perform the Services in the event of the Consultant's failure to exercise the skill and care required under Section 4.3.1.1.
- (d) Anything in Sections to the contrary notwithstanding, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) MPT over riding a decision for recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which the Consultant does not agree, or (ii) the improper execution of the Consultant's instructions by the contractors.

4.3.5 **Accounting, Inspection and Auditing**

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

4.3.6 **Consultants' Actions requiring Employer's prior Approval**

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

- (a) appointing such members of the Personnel which are not listed in Appendix- IV ;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract;

4.3.7 Documents Prepared by the Consultants to be the Property of Employer

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

4.3.8 Equipment and Materials Furnished by the Employer

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

4.4 Working Hours, Overtime, Leave, etc.

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

4.4.1 Substitution of Key Personnel

- (a) The Employer will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- (b) The Employer expects all the Key Personnel to be available during implementation of the Agreement. The Employer will not consider substitution of Key Personnel for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Employer. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further

substitution may lead to disqualification of the Applicant or termination of the Agreement.

- (c) Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

4.4.2 Removal of Personnel-

If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith, subject to provision of Clause 4.3.6 of General Conditions provide as a replacement a person with qualifications and experience acceptable to the Employer.

4.5. Obligations of the Employer

4.5.1 Assistance and Exemptions

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

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

4.5.2 Change in the Applicable Law

If, after the closing date of bid submission, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or expenses incurred by the Consultants in performing the Services, then the

payment to be made to consultants under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the quoted amounts specified in the accepted offer.

4.6. Payments to the Consultants

4.6.1 Cost Estimates

The Employer shall pay the Consultant for normal Services in accordance with the Conditions and with the details stated in **APPENDIX-I**

4.6.2 Remuneration and Reimbursable Expenditures

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

4.6.3 Currencies of Payment

- a) All payments by the Employer under this contract will be made only in Indian Rupees. If any overseas bidder wants to transfer to his country a portion ie; as permitted by Reserve Bank of India time to time, the contract price he wants to repatriate, the Employer will give such assistance as a certificate or a letter to Reserve Bank of India as will help the consultant to convert that part of Indian Rupees into foreign exchange. It is for the bidder to obtain requisite clearances from all the concerned authorities in India for repatriation.
- b) The transfer may be done from time to time; but every time, the certificate by the Employer will be for the actual amount payable by the Employer as per the terms of the contract - up to the stage of payment multiplied by the maximum permitted limit or requirement of consultant whichever is less.

4.6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made in stages as per Appendix I :-

- (a) The Consultants shall submit to the Employer, in duplicate, itemized statements and other appropriate supporting materials, of the amounts payable as per **Appendix I**.
- (b) The payment for the interim running account bills (R.A. Bill) shall be made to the Consultant within 15 days of date of certification of the bill by the Employer. For the final bill, the payment shall be made within 45 days of the day of certification of the bill by the Employer provided that there should not be any disputed item. If bills are in order and there are no disputed items, the bills shall be certified by the Employer within 15 working days of the receipt of the bill by the Employer. In case Employer feels the submitted bill is not in line with the agreement, the same shall be returned to consultants promptly within 15 days to resubmit the bill in

acceptable form or withdraw the bill if it is disputed or beyond the scope of agreement. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.

- (c). The final payment under this Clause shall be made only after the complete execution of the work and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory forty five (45) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such forty five (45) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof.
- (d) Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

4.7. Fairness and Good Faith

4.7.1 Good Faith

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

4.8. Settlement of Disputes

4.8.1 Amicable Settlement

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

4.8.2 Dispute Settlement

4.8.2.1 If the parties cannot resolve any such dispute then disputes shall be referred to the arbitration. If any dispute or difference of any kind whatsoever, concerning suitability or otherwise of the personnel employed by the consultant, the quality of services performed by the consultant, compliance with the procedure of the Employer. In respect of which the Employer's decision shall be final and binding on consultant. If any dispute or differences arise other than specified above, in connection with or arising out of the Contract Agreement or its construction or the carrying out of the Services (whether during the progress of the works or after their completion and whether before or after the determination, abandonment, breach of the Contract Agreement), it shall be referred to the Arbitration as per the provisions of the Arbitration and Conciliation Act 1996 & amendments, if any.

The venue of Arbitration proceedings shall be Goa, India. The fees of the Arbitrators shall be borne by each party equally.

4.8.2.2 In case of any dispute or difference referred to above, the Consultant shall not stop the work but shall proceed with the work with due diligence and until the receipt of the award in the dispute, decision of the Employer on all such matters shall be binding on the Consultant.

4.8.2.3 In case of any legal dispute between Mormugao Port Trust and the Consultant, the courts at Goa only will have the jurisdiction to hear and settle the dispute.

4.8.2.4 While invoking arbitration the consultant shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator. If the Consultant does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid before certification of final stage payment by the Employer, the claim of Consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract.

Appendix - I

TERMS OF REFERENCE (TOR)

Mormugao Port Trust (MPT) seeks the services of qualified firms for the **“Architectural cum Engineering Design Consultancy for setting up of International and Domestic cruise terminal and other allied facilities at Mormugao Port” (services)**

1 General Information of the Project:

Objectives of assignment:

The objective of this Consultancy services is to undertake assignment for **“Architectural cum Engineering Design Consultancy for setting up of International and Domestic cruise terminal and other allied facilities at Mormugao Port”** for the purpose of firming up the Authority’s requirements in respect of development and construction of the above Project and Project Facilities and enabling the prospective bidders to assess the Authority’s requirements in a clear and predictable manner with a view to ensuring:

- (i) Enhanced safety and level of service for the users;
- (ii) Superior operation and maintenance enabling enhanced operational efficiency of the Terminal;
- (iii) Minimal adverse impact on the port operation and port users due to up-gradation of terminal on international pattern;
- (iv) Minimal adverse impact on environment;
- (v) Management of project implementation activities carried out by the Contractor to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents.
- (vi) Ensure high standards of quality assurance in the execution of work and completion of the work within the stipulated time limit.

3. Contract management Framework (CMF)

The main feature of Contract Management Framework (CMF) formulated for the executions of the proposed works are;

- i. The Employer will administer the project through its Chairman, Deputy Chairman or the Chief Engineer or any other officers so nominated by the Board.
- ii. To administer the Contracts under the Project, MPT will be the contractual employer, the Employer has a Project Implementation Unit (PIU) to be in-charge for the contract. This PIU is headed by a Chief Engineer assisted by appropriate professional and support staff. The Chief Engineer will act on behalf of the ‘Employer’
- iii. Consultant shall have a team of experienced professional and support staff for the execution of the Consultancy Service under the Contract including liasoning with headquarters of consultant as and when required.
- iv. The Consultant shall perform construction supervision and ensure the quality of works. For this purpose a graduate Engineer/Architect with minimum 2 years experience will be posted at site during the construction period. The Consultant shall provide all engineering support required during the implementation of the Contract. The Consultant shall also provide support to the Employer with regard to the following;

- a. Preparation of bid document for selection of contractors for execution of all the services identified
- b. Evaluation of bids received and recommendations of award of all individual works
- c. Issuing variation order.
- d. variations in work quantities which attract for fixation of rates.
- e. sanction of additional items, sums or costs and variations of rates and prices.
- f. Subcontracting of any part of works
- g. Any extension of contractual time limits
- h. Stopping and/or termination of the Contract for Works
- i. Issue of "Taking over certificate", defect liability certificate
- j. Issue of order of suspension.
- k. Ensuring that the works are carried out according to specifications laid down.
- k. Any other acts / decisions having financial implications.

4 **Scope of consultancy services:**

The scope of consultancy services shall include but not necessarily be limited to the following activities:-

4.1 **General Scope –**

(i)Preparation of the concept drawings and model of the cruise terminal and other allied activities including ferry & Ropax services.

(iii)Identification of the facilities needed for the international and domestic cruise passenger.

(iv) Plan and Modification required to the existing building as per the International standard.

(v) To prepare the plans, elevations, sectional views, structural design and detailing, architectural details, aesthetical details, interior design and etc. to suit the environment including interiors, colour scheme, furniture, acoustics etc.

(vi)To give the details of Mechanical and Electrical equipment's such as Gangways/aero-bridge, baggage scanner, escalators, lifts etc. needed to up-grade the terminal at the discretion of the Port.

(vii) Preparation of plan, Detail drawings of the modifications proposed to the structure or for new structure if any proposed.

(viii) Designs of structures as per suggested modification and for proposed new structures if any etc.

ix) Plan for segregation of the area of terminal from Custom notified area.

- (x) Preparation of detailed BOQ and Cost Estimates.
- (xi) Detailed landscape plan for garden, fountain, parking, advertising etc.
- (xii) Plan for creation of shopping plaza, Entertainment zone, Food-plaza, Internet and Telephone facility for Domestic and international passenger in consultation with the Port.
- (xiii) Examine the feasibility of establishing Convention Centre, Theaters, sports arena etc. in the terminal.
- (xiv) Examine the feasibility of up-gradation of infrastructure such as berth, road, drainage, electricity etc. if any.
- (xv) Providing the details of security and surveillance system of the terminal.
- (xvi) Providing the Traffic dispersal plan, Road development plan etc.
- (xvii) Providing the plan for central air- conditioning system in the terminal.
- (xviii) To examine the services to be provided by Police, Custom, Immigration, Tourism authority, Intelligence bureau, Cruise line office, Port office, Services office, ATM, CISF, Foreign exchange , Medical facility, Agents etc. and their location plan for handling the passengers for embarking/disembarking in the terminal.
- (xix) Providing the details of CCTV system for entertainment and environmental surveillance.
- (xx) Providing the lighting arrangement internally and externally to the terminal.
- (xxi) To study and plan the firefighting system in the terminal and adjoining areas.
- (xxii) Requirement of other facilities like generator, sewage treatment plant, drainage etc.
- (xxiii) To study and see the passenger evacuation plan directly outside the gate through escalators etc.
- (xxiv) Preparation of Land Plan Schedules and Utility Relocation Plans if any.
- (xxv) Construction supervision by deployment of personnel.
- (xxvi) The consultant should provide all the services required for Project Management from the Evaluation Stage to the Execution Stage for successful completion of the project.
- (xxvii) Any other services required for the above works for successful execution and completion or as directed by the MPT time to time etc.

4.1 (a) Services details-

These services are briefly explained here-under:-

(1) Preparation of conceptual plan –

The Consultant shall submit detailed plan for operational arrangement showing the offices, facilities to passengers, security & safety plan, embarking and disembarking plan for the passengers to meet the requirements of an international and domestic cruise terminals, ferry and ropax services and parking arrangements. The concept should meet the requirement of passengers and the plan should be state of the art.

(2) Modification to existing building-

The consultant should provide details of modification to the existing structure such as-

- Embarking and disembarking plan of the passenger.
- Plan of all the floor separately showing the utilities
- Plan of movement of tourist inside the terminal
- Plan of the facilities provided in the terminal
- Segregation plan of domestic and international tourist
- Modification plan of the existing structure if any
- Up-liftmen of façade and roof plan of the terminal
- Plan of all allied facilities

(5) Structural details, architectural details, aesthetical details-

5.1 Structural Details-The Consultant shall submit structural details including detail Structural Design, drawing of Modification proposed, strengthening if any suggested by Structural consultant in his audit report. He shall also suggest Evaluation of static and dynamic structural response of existing structure including collapse behavior.

5.2 Architectural details-He shall submit the proposed architectural & aesthetics details of existing structure as per international standards to suit the environment such as-

- Proposed interior plan of the structure
- Proposed Lay-out of services to be established in the terminal
- Proposed Landscape plan for Garden and green areas.
- Model of the proposed modified structure
- Model of the new structure if any proposed etc.

6) Segregation of terminal from Custom notified area.-

The consultant should provide detail plan of the existing terminal showing segregation of the area of terminal from custom notified area, and suggest the ways to handle and evacuation of the domestic tourist from international tourist.

(7) Preparation of detailed BOQ and Cost Estimates-

The Consultant shall submit detailed cost estimate including all the parameters required for up-graded terminal such as civil part works, interior decoration, sanitary & plumbing, Electrical works, security & safety works, furniture, supervision & overhead charges etc. He shall also submit critical path method (CPM) /bar charts.

The Consultant shall work out detail BOQ of various components and prepare detail cost estimates with a break up of cost for each component separately.

8) Establishment of Essential Services -

The consultant should identify the services required & submit detailed plan for setting up the essential services needed for international tourist as well as domestic tourist in the terminal such as-

- Tourism authority
- Custom

- Police
- CISF
- Intelligence bureau
- Immigration
- ATM
- Cruise line office
- Foreign exchange
- Medical facility
- Port office
- Services office
- Agents
- Safety and security facilities
- Transportation facilities
- Communication facilities
- Hotel and hospitalities
- Shopping
- Recreation facilities
- Guidance etc.

(9)Details of Mechanical and Electrical equipment's

a) Mechanical equipment's -The Consultant shall submit details of Mechanical equipment's to be utilized for the modern international cruise terminal such as **Gangways, aero-bridge, baggage scanner, escalators, lifts**, mechanical dryers, vacuum cleaners, waste paper bailer etc. needed to up-grade the terminal

b) Electrical equipment's- The Consultant shall submit details of Electrical fittings and equipment's needed for illumination and lighting purpose in and around the terminal. Further they should give the details of-

- Power station,
- generator,
- Horizontal and vertical escalator etc.
- Advertisements
- Signboards and Display unit
- Laser Display system
- Lighting required for Entertainment and Recreation
- Electricity for Convention Centre and Theatres if any.

(10) Mechanical System:-

The consultant should give the details of mechanical equipment's such as gangways, aero bridge, baggage scanner, escalators, lifts etc. which is required for International Cruise Terminal. The equipment should be latest technology and it is being used in the modern cruise terminal in the world. The details of all the equipment should consist of make, specification, installation methods, operation manual, maintenance manual, replacement/ repairs methods and detailed cost including all types of taxes etc. The consultant should also give the address of manufacturers and state whether this machines are to be imported or domestically available in this country. The machine should satisfy the system of electricity available in MPT. In this regard, the Mechanical Engineering department may be consulted for taking their opinion.

(11) Electrical System:-

The consultant should give the details of electrical equipment's such as transformer, power generator and other allied electrical equipment's etc. needed for the up-gradation of cruise terminal. The equipment should be latest technology and it is being used in the modern cruise terminal in the world. The details of all the equipment should consist of make, specification, installation methods, operation manual, maintenance manual, replacement/ repairs methods and detailed cost including all types of taxes etc. The consultant should also give the address of manufacturers and state whether this machines are to be imported or domestically available in this country. The machine should satisfy the system of electricity available in MPT. In this regard, the Electrical Engineering department may be consulted for taking their opinion.

(12) Air- conditioning system -

The consultant should identify the type of Air-conditioning system to be provided in the upgrading terminal as per the International standard. The consultant should give the details of Central Air conditioning System with latest technology and modern equipment's. They should give the details of equipment's needed for the terminal with 100 % backup.

The equipment should be latest technology and it is being used in the modern cruise terminal in the world. The details of all the equipment should consist of make, specification, installation methods, operation manual, maintenance manual, replacement/ repairs methods and detailed cost including all types of taxes etc. In this regard, the Mechanical department may be consulted for taking their opinion.

(13) Lighting System –

The consultant should identify the illumination system to be provided inside and outside the terminal as per latest technology on International norms to match the modern cruise terminal of the world.

The details of all the equipment should consist of make, specification, installation methods, operation manual, maintenance manual, replacement/ repairs methods and detailed cost including all types of taxes etc. They should provide efficient and energy saving lighting panels taking into accounts the placement of computer equipment and operation. The illumination should be at least 500 LUX in cool white color is required at equipment locations and working level for normal operations. Sectional control switches for odd / even rows have to be provided. All materials including the diffusers must be non-combustible and cause no shadows to the equipment areas. 30 % of the overall lighting must be backed up by essential power and battery. Enough lighting is required at equipment areas and entrance/ exit. In this regard, the Electrical Engineering department may be consulted for taking their opinion.

(14) Electronic System:-

The consultant should identify the electronic equipment's needed for the terminal for handling of passengers, baggage, dispersal of passenger etc. if any. The consultant should provide the list of electronic equipment's needed to support the services. The equipment should be latest technology and it is being used in the modern cruise terminal in the world. The details of all the equipment should consist of make, specification, installation methods, operation manual, maintenance manual, replacement/ repairs methods and detailed cost including all types of taxes etc. The consultant should also give the address of manufacturers and state whether this machines are to be imported or domestically

available in this country. The machine should satisfy the system of electricity available in MPT. In this regard, the Planning and Research department may be consulted for taking their opinion.

(15) Fire fighting system–

The consultant should identify the Fire Fighting system needed after up-gradation of the Terminal as per International norm and with latest technology. The system should match the efficient evacuation of Passengers at the time of mishap if any and preventing system to prevent the fire in the terminal. Fire alarm of the building must be repeated to the computer room to alert end user that fire is broken out in the building. Sufficient number of wall mounted portable fire extinguisher is required.

The equipment should be latest technology and it is being used in the modern cruise terminal in the world. The details of all the equipment should consist of make, specification, installation methods, operation manual, maintenance manual, replacement/ repairs methods and detailed cost including all types of taxes etc. In this regard, the Fire department may be consulted for taking their opinion.

(16) Medical and Health services:-

The consultant should suggest the method of providing emergency medical services, preventive medical services and Para medical services needed for the support of other services and for the comfort and welfare of passenger in the terminal. The consultant should identify this services, its location in the terminal and equipment's needed. The equipment should be latest technology and it is being used in the modern cruise terminal in the world. The details of all the equipment should consist of make, specification, installation methods, operation manual, maintenance manual, replacement/ repairs methods and detailed cost including all types of taxes etc. The consultant should also give the address of manufacturers and state whether this machines are to be imported or domestically available in this country. In this regard, the Medical department may be consulted for taking their opinion.

(17) Para-Medical services:-

The consultant should identify the services required for the disabled passenger, handicapped passenger, Senior Citizen, Old age People, Children, and Infant etc. They should identify the location of this support staff for the help of passengers.

(18) Security and Surveillance system:-

The consultant should identify the security and surveillance system to be provided in the terminal for the safety of passenger. The system should be centrally monitored and all the space available in the terminal should be covered under this. Multi Camera CCTV system is required for security and Environmental Surveillance. It requires color cameras with Pan, tilt and zoom functions at designated locations. The ceiling mounted dome shape type camera is preferred. The monitoring/ control unit is to be installed in security office. All color monitors with screen splitting display, providing selection of full screen display are required. The equipment should be latest technology and it is being used in the modern cruise terminal in the world. The details of all the equipment should consist of make, specification, installation methods, operation manual, maintenance manual, replacement/ repairs methods and detailed cost including all types of taxes etc. The consultant should also give the address of manufacturers and state whether this machines are to be imported or domestically available in this country. In this regard, the Security department, CISF, Police, etc. may be consulted for taking their opinion.

(19) Entertainment System:-

The consultant should identify the Entertainment need of the passengers present in the terminal. They should provide the details of Entertainment system provided inside the terminal in the waiting lounge, embarkation area, disembarkation area, parking, shopping area, fruit zone etc. The consultant should specify the method of installation and location of all such equipment inside the terminal. The consultant should also provide the details of laser beam show if possible outside the terminal either on Facade of upgraded terminal building or in the open area. The equipment should be latest technology and it is being used in the modern cruise terminal in the world. The details of all the equipment should consist of make, specification, installation methods, operation manual, maintenance manual, replacement/ repairs methods and detailed cost including all types of taxes etc. In this regard, the Welfare department may be consulted for taking their opinion.

(20) Public address system:-

The consultant should identify the system for passing the message to the passengers available in the terminal, embarking passenger, disembarking passengers, to know the information instantly. The consultant should identify the equipment's needs for it. The equipment should be latest technology and it is being used in the modern cruise terminal in the world. The details of all the equipment should consist of make, specification, installation methods, operation manual, maintenance manual, replacement/ repairs methods and detailed cost including all types of taxes etc.

(21) Establishment of Shopping Zone:

The consultant should identify the establishment of shopping areas in the terminal as per the requirement of tourist and their dispersal system. They should give the plan and location of the types of establishment to be provided such as Restaurants, Bars, Boutiques, Spa, Parlor, Handicraft, Cafe, Fast food joints, Medical shops, Duty free shops, etc.

(22) Establishment of parking area;-

The consultant should identify the parking areas for parking the vehicles as per class of the vehicles outside the terminal and give their plan. They should also give the Traffic movement plan in consultation with Traffic department, CISF and Police etc.

(23) Establishment of Recreation Zone:-

The consultant should identify the area for providing recreation to the passengers present in the terminal. It should consist separate areas for children, Old age people and disabled people. The consultant is required to give the plan in details needed for the establishment of the same.

(24) Tourist Services:-

The consultant should identify the Tourist Services to be provided to the passengers in the terminal. They should give the plan of locating the Tourism office, guides available, Interpreters available, Information Kiosk etc. and the supported equipment details if any. They should also identify the location of ATM, FOREX, Money Exchanger, etc.

(25) Hotel & Hospitality Services-

The consultant should identify the Hotel and Hospitality services to be provided in the terminal. In this regard they should explore the possibility of providing accommodation to the international passengers, who wish to stay for comfort or on transit stay in the

city. If any such possibility is available at the terminal the consultant should give the detail plan and design of the same for execution. The consultant should also explore the possibility of providing alternate accommodation at far location if any and provide the details of the same.

(26) Maintenance Services:-

The consultant should identify the method to carry out regular maintenance, periodic maintenance and emergency maintenance on call to be provided inside and outside the terminal. They should give the plan and locations of such services present on 24 Hrs. basis around the clock to maintain the electrical system, Mechanical system, Electronic system, Security system, Entertainment system, recreating system, Sanitary services, Navigational services and other allied services required for efficient operation of terminal.

(27) Safety Devices -

The Consultant shall provide details of safety system and devices to be available in the terminal at par with International standard. They should give the details of equipment's if any. They should identify the location of Road Signs, Pavement Markings, Safety Barriers, Railings, etc. The Consultant shall propose overhead signs at cruise terminal and giving size and location. It should be in accordance with the Manual of Specifications and Standards, and will provide a safe environment for users.

(28) Bus bays and bus shelters-

The Consultant shall undertake field surveys and identify suitable locations for provision of bus bays and bus shelters outside the terminal or outside the dock premises for Tourist buses and Regular Buses. Accordingly they should give the parking plan of Buses and its movement plan.

(29) Preliminary designs -

The Consultant shall arrive at the designs of various components of the Project keeping in view the scope of services described in this TOR. It shall be responsible for the accuracy of the physical details. The layout and designs shall be supplemented with explanatory drawings, statements, charts, notes as necessary.

(30) Project cost -

The Consultant shall work out BOQ of various components and prepare cost estimates of the Project with a break up of cost for each component separately. To the construction cost so arrived at, the Consultant may add 25% (twenty five per cent) thereof as a lump-sum provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc.

(31) Project Management

The consultant should provide all type of services required for successful execution of the project such as-

- Preparation of bid documents
- Helping in giving the clarifications in Pre-Bid meeting
- Pre requirements of start of the work
- Preparing the Quality Assurance Plan
- Monitoring the progress of the work
- Providing clarifications, assistance during execution
- Incorporating the request of client at any stage

- Adopting any changes in the project at any stage
- Any other client's requirement etc.

However these services are just an outline, the consultant may require providing any other services not listed as per the clients requirements for the smooth execution of the project.

4.2 Detailed Engineering and Administration:

- i Consultant shall study the relevant reports on various studies available with the Employer.
- ii Consultant shall identify the various elements of work, their interdependencies and drawing of action plan.
- iii Consultant shall plan the entire activity and shall submit approach and methodology for smooth implementation of the Project to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule including tender packaging and environmental aspect as well as safety of works, personnel and the general public.
- iv Consultant shall prepare detailed implementation methodology including but not limited to, co-ordination procedure with Employer and contractor/vender taking in to account it is an operating port.
- v Consultant shall make detailed estimates of cost of the entire project including other related works required to be taken up to ensure the completion of project in all respect, to enable the employer to obtain necessary approvals from the Government of India prior to the award contract. Consultant shall also assist employer to arrange for presentations/ discussions and providing necessary information, backup details for the estimate to justify the proposal to appropriate sanctioning authority.
- vi The consultants shall prepare detailed designs, drawings/charts/sections etc
- vii To administer and manage the project
- viii Scrutinize Method statements proposed by the Contractors for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- ix Actual setting out data and issue the same for execution.
- x Scrutinize and approve the Contractors working drawings and drawings for temporary works as required for execution.
- xi Certify, As executed drawings/charts for each component furnished by contractor.

- xii A Revised Cost estimate (RCE) is required to be prepared by the consultant, if the expenditure on a project is likely to exceed the estimate sanctioned (SE) by the MPT/ Govt. for it by more than 10%. The revised estimate is required to contain the following analysis
 - a) Variation between RCE & SE for each sub-head of SE.
 - b) Break up of each variation into –
 1. Change in the scope of work (variation in quantities or quality).
 2. Additional items of work.
 3. Increase in the prices of labor and material.
 4. An explanation for each variation.
 - c) Any other Analysis as required for obtaining MPT / Govt. approval.
- xxi The consultant shall provide technical assistance and furnish information as may be required by the employer in connection with audit comments and queries from Central Vigilance Commission, Government of India and any other statutory bodies etc.
- xxii Consultants shall Prepare and monitor Project network, bar chart, monthly progress report format, purchase procedure, import and export formalities, custom clearances etc. Consultant shall also prepare implementation package based on the approved design basis.
- xxiii The work is open for inspection by Chief Technical Examiner (CTE) of the Central Vigilance Commission (CVC). The consultant should give all facilities to the staff of the CTE and furnish adequate information to the MPT for issue of a satisfactory reply to their observations.

**4.2 Project management/supervision:
Testing of Material and works:**

- i. Evolve and implement a system for the quality assurance of the works and acceptance criteria. The sampling methods and the acceptance criteria shall be as per the international practices.
- ii. Inspect the performance of works with regard to workmanship and compliance with the specifications, order/supervise/perform tests on materials and/or work and approve/disapprove the Contractor's plant and equipment.
- iii. Associate with the work tests being carried out by the Contractor and undertake additional tests as necessary to assess the nature of dredged material.
- iv. Carry out comprehensive management of the works to ensure their quality and conformity with the standards and specifications as per contract. In addition to assessing and checking the laboratory and field tests carried out by the Contractor, the Consultants shall carry out independent tests as necessary to establish their nature of dredged material.

- v. Maintain a permanent record of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of works.

4.3 Progress of Work:

- i Implement a system for monitoring the progress of work based on the computer based project management techniques
- ii Systematically check the progress of work and order the initiations of work which is the part of the contract.
- iii Maintain upto date status of all the various activities and other allied works against the original schedule for completion of work.
- iv Shall investigate and initiate early actions with regard to the delays in the execution of works. The Team Leader of the Consultants' Supervision Team shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Consultants' Team shall be objective and shall substantiate any event/recommendation with factual data and information. The Progress Reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and/or any other widely accepted superior methods of representation.

5 CONSULTANCY TEAM-

The implementation of the Projects shall be scheduled so as to complete the work in all respect within the time schedule. The Consultant shall form a multi-disciplinary team (the "**Consultancy Team**") for undertaking this assignment.

6. Facilities to be provided by the consultant & the Employer.

6.1 Facilities to be provided by the consultant

The Consultants shall make their own arrangements for transport (vehicle) at the project site. The Consultants shall also provide at their own cost all facilities, equipment, transport, supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail/Internet) and support staff which they consider to carry out the Services. After completion of the Service, all such articles deployed by the Consultant shall remain as their property.

7. Reports

7.1 Reports to be submitted upto the Award of contract works

The various reports and documents (as well as in soft copy) shall be submitted in accordance with the schedule as set forth below :-

Drawings, Designs, detailed BOQ, : 4 copies – 3 months from the date of award.
Estimate and tender

7.2 Reports to be submitted during the supervision stage

All reports and documents prepared by the Consultants for supervision shall be professional, precise and objective. The report formats shall be finalized in Consultation with the Employer officials. The Consultants shall provide the following reports to the Employer:

- i. Commencement Report within 30 days after commencement of works,
- ii. Construction Supervision Manual within 30 days after Commencement of works;
- iii. Quality Assurance (QA) Document within 30 days after Commencement of works;
- iv. Monthly Progress Report by the 10th day of every month;
- v. Quarterly Progress Report by the 10th day of the month of submission; and,
- vi. Final Report at the completion of services.

7.3 The Commencement Report shall contain the details of all meetings held with the Employer and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultants' perception in the management and supervision of the project. The report shall also include the Master Work Program and Resource Mobilization for the Project.

7.4 The Progress Reports (Monthly and Quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultants' and the Contractors'), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment. The broad scope of progress reporting is as given under:-

7.4.1 Report on progress of work for each activity stating:

- percentage progress of the activity
- deviation from the schedule
- status of the activity (critical, sub-critical, non-critical);
- cash-flow for each item of works as well as for the total project;
- monthly summary of percentage progress; and,
- monthly summary of cash flow

7.4.2 Projections

- monthly projections of percentage progress; and,
- monthly projections for cash-flow
-

7.4.3 Critical Activity

- report on the progress and status of critical activities;
- change of status from non/sub-critical to critical activity due to slippage;
- statement on slippage and remedial actions taken; and
- Effectiveness of the remedial action(s) taken in the previous month.

7.4.4 Review

- review the progress achieved in the previous month and revised schedule, if any; and
- review of any changes required in the schedule due to extraneous reasons beyond the control of the Contractor

8.0 Payment Schedule for the Services :

8.1 The Employer shall make payment to the Consultants for entire portion of Services performed in accordance with the schedule given below:

| Milestone | % of the lump-sum fees quoted by the Consultant | Duration in months (T=day 0) |
|---|---|---------------------------------|
| a) Submission of block estimates with conceptual plan | 5% | T+1 |
| b) Submission of draft report with plan, elevation indicating all general arrangements, services proposed covering all the requirements of the ToR | 20% | T+2.5 |
| c) Submission of final report after incorporating the comments/feedback from the employer | 15% | T+3 |
| d) Submission of construction drawings for all items of work proposed to be executed (pro rata payment can be given depending on the progress of submission) | 20% | T+4.5 |
| e) Supervision of the project during the execution stage <ul style="list-style-type: none"> • This amount will be divided and paid on a monthly basis depending on the period of construction • No additional payments will be made in case of delay as against the schedule completion time) • In case the construction is delayed, MPT reserves the right to cancel this item and no amounts will be paid to the consultant) | 40% | Till completion of construction |
| TOTAL | 100% | |

Note: Important Instructions

(i) The Authority is also in the process of appointing a Financial Consultant who will be responsible for computing the future revenues from the project and the Financial Internal Rate of Return. The IRR will be calculated based on the Capital cost of the project to be provided under this consultancy as indicated in the Table at 8.1 (a) above.

(ii) The Authority is expecting to receive grants from the Govt. of India for the project. In case the project proves to be non-viable or/and if the approval for the grants is not received, the Authority may not proceed with this consultancy beyond the milestone indicated at Table 8.1(a) above. In such an event, the consultancy will be terminated and the consultant will be paid only 5% of the amount quoted as indicated in the above Table and no more payments will be due to the consultant.

(iii) Similarly, in case there is delay in taking up the construction work or/and if the Authority chooses not to continue with the services of the Consultant at any time after milestone 8.1(c) indicated in the above Table, the services of the Consultant will be terminated and no payments will be due for subsequent milestones.

Appendix - II
APPLICATION LETTER

(On the Letter head of the Bidder)

Date :

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

Sub.:
Sir,

Being duly authorized to represent and act on behalf of (Hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the Proposal document and information provided, the undersigned hereby apply for the project referred above. We confirm the validity of the proposal for 180 days from the date of opening of Price Proposal.

We are submitting our Proposal including Technical Proposal and Financial Proposal in E-tender mode. A hard copy of the technical proposal including the original demand draft towards cost of the bid document and EMD is also enclosed with the hard copy of the technical proposal.

.....

Signature

(Authorized Signatory)

APPENDIX III

(Page 1 of 2)

**MAJOR WORKS DURING LAST 10 YEARS WHICH BEST ILLUSTRATES
QUALIFICATIONS FOR THE ASSIGNMENT UNDER OFFER.**

- (i) Projects should have been undertaken exclusively by the firm and works undertaken as part of a consortium will not be considered
- (ii) The information should be specific & to the point to facilitate a quick and objective decision.
- (iii) Use a separate sheet for each separate work.

- 1) Project Name : _____
- 2) Project cost : _____
- 3) Consultancy cost: _____
- 2) Country : _____
- 3) Project location : _____
in the country
- 4) Name & Address : _____
of the client with _____
Tel. No. & Fax No. _____
- 5) Do you have any objection if the client is contacted for reference ?
Yes/No.
- 6) Detailed narrative including scope of the work including project components.
Please mention, interalia, nature of the work performed.

7) Professional Staff provided:

| | |
|------------------------------------|----------|
| | Own Firm |
| No. of Professional Staff : | |

| | |
|---|--|
| a) Experts at the level of subject specialties & their principal assistants. b) Supporting technical staff (excluding draftsman & office staff). | |
| No. of man months of (a) + (b) | |

8) Assignment start date: _____
(Month/Year) _____

9) Assignment completion : _____
Date (Month/Year) _____

10) Duration of assignment : _____ (months)
Day this _____ day of _____ 200

Signature : _____

Name : _____

In the capacity of _____ duly
authorized to submit the technical & financial proposal on behalf of

Address : _____

APPENDIX -I V

BIO - DATA

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

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

10. **CERTIFICATE**

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

SIGNATURE

DATE OF SIGNING

APPENDIX V

FINANCIAL PROPOSAL

From :

To

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

Sub.:

I/We have perused the Proposal Document for subject assignment containing Terms of Reference in **APPENDIX-I** and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the 'Proposal Document'.

Our total price offer inclusive of all taxes (Excluding GST which is reimbursable as per actuals), incidentals, overheads, traveling expenses, printing and binding of reports, expenditure related to presentation to be made during the execution assignment, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in "Terms of Reference" (enclosed as **Appendix-I** to the Proposal Document) is Rs. _____ (i.e. in Words Rupees _____ only). The break-up of price offer in the required proforma is enclosed herewith.

This offer is valid for a period of 180 days from the date of opening of the Technical proposals.

I/We also agree to accept the payments as per Payment Schedule stated in the 'Terms of Reference'.

| Description | Amount in Rupees |
|--|-------------------------|
| Lump-sum fees for entire services | |

(Total Lump-sum amount is Rs. (in words-----))

Witness's
Signature _____
Name _____
Address _____

Signature _____
Name _____
Designation _____
for and on behalf of _____

Address _____

APPENDIX VI

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

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

WHEREAS Board of Trustees of Goa Port Trust constituted under the Major Port Trusts Act, 1963 (hereinafter called 'The Board' which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited proposals for: _____ (hereinafter called the "Assignment") as per conditions and Terms of Reference covered under the 'Proposal Document'.

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

AND WHEREAS the Board has accepted the Proposal of M/s. _____ (Name of Consultant) (vide its letter No. _____ dated _____ day of _____ 201 . AND WHEREAS it is one of the conditions of the accepted proposal that the (Name of the Consultant) M/s. _____ should interalia furnish a guarantee of a Nationalized Bank/Schedule Bank having its branch in Goa for a sum of Rs. _____ (Rupees _____ only) being 10% of the Award price as security for the due performance of terms and conditions subject to which the said 'Proposal' has been accepted by the Board.

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

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Board upon demand in writing whenever required by it from time to time so to do without referring to the (Consultants name) _____ and without questioning the right of the Board to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of Rs. _____ (Rupees: _____) as may become

payable to the Board by the Consultant by virtue or arising out of the above mentioned 'Proposal' or by reason of any breach of non performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Assignment by M/s. _____(Name of Consultant) in respect of which the decision of the Board shall be final and legally

binding and this indenture further witnesseth that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Board to M/s. _____(Name of Consultant) with regard to the performance of the Assignment but this indenture shall remain in full force and effect until all the dues of the Board under or by virtue of the said Assignment have been fully paid and the M/s. _____(Name of Consultant) has/have duly fulfilled all his/their obligations under the Assignment and the terms and conditions of the Assignment has been fully complied with and that M/s. _____(Name of Consultant) has executed the Assignment to the satisfaction of the Board. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Board that the Board shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said Assignment or to extend the time of performance by Board or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against M/s. _____(Name of Consultant) and to bear or enforce any of the terms and conditions relating to the said Assignment and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the M/s. _____(Name of Consultant) or for any in forbearance indulgence by the Board to the M/s. _____(Name of Consultant) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving them.

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

renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board.

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

Notwithstanding anything to the contrary contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).

This bank guarantee shall be valid up to _____ and

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

SIGNED SEALED AND DELIVERED:

by the with named _____

_____ through its

duly constituted Attorney/s

_____ in the

presence of.

APPENDIX-VII

FORM OF AGREEMENT

DRAFT OF CONTRACT AGREEMENT

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

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

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

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

WHEREAS the Board invited offers for _____

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

- a) The Tender Document
- b) Prebid minutes
- c) Clarification issued to the queries of the bidders
- d) The Consultants' and the _____ 's
(Mention the designation of the HOD) letters referred in the Schedule 'A' hereto, and
- e) The acceptance of the Tender by the said letter dated the _____ day of _____ 200_ from the _____
(mention the designation of the HOD) of the Board to the Consultant/s.

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

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

4. The BOARD DOTH HEREBY CONVENANT to pay to the Consultant/s, in consideration of the Consultant/s carrying out and completing within the stipulated period (time being the essence of this contract) the contract work to the entire satisfaction of the _____ of the Board in all respects, the contract price (mention the designation of the HOD)

OR

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

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

_____ or the duly Constituted Attorney of and for and on behalf of the Consultant/s has/ have

hereunto subscribed and set his/ their hand and seal/s the Common Seal of the Consultants hath been hereunto affixed and the _____ of the Board of Trustees

(Designation of HOD)

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

* strike out if there is no rebate.

THE SCHEDULE 'A' ABOVE REFERRED TO

(The Schedule of letters)

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

SIGNED, SEALED AND DELIVERED

by the above named _____

Constituted Attorney

in the presence of _____

OR

SIGNED, SEALED AND DELIVERED

by the above named _____

Signature of Consultant/s

on behalf of themselves and for and on

behalf of _____

in the presence of _____

OR

The Common Seal of _____

Director

affixed pursuant to a resolution of the Board
of Directors dated the _____ day of

_____ 200__ in the presence of

and _____ two

of the Directors of the said Company.

Director

SIGNED, SEALED AND DELIVERED by

(Name & Designation of HOD)

for and on behalf of the Board of Trustees of

the Port of Mormugao in the presence of _____

(Designation of HOD

concerned)

The Common Seal of the Board of Trustees

of the Port of Mormugao was affixed in the

presence of _____

Secretary, Mormugao ort Trust.

APPENDIX VIII

DRAWINGS